

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

CRM-M-14814-2020 (O&M)

Reserved on:-04.11.2020

Date of Pronouncement: 27.11.2020

Trilok Chand @ Trilok Kumar Choudhary and another

.....petitioners

Versus

State of Haryana and another

.....Respondents

2.

CRM-M-18458-2020 (O&M)

A.K. Sharma @ Ashok Kumar Sharma

.....petitioner

Versus

State of Haryana and others

.....Respondents

CORAM: HON'BLE MR. JUSTICE TEJINDER SINGH DHINDSA

Present:- Dr. Anmol Rattan Sidhu, Senior Advocate with
Mr. Pratham Sethi, Advocate for the petitioners
in CRM-M-14814-2020.

Mr. Vineet Malhotra, Advocate for the petitioner
in CRM-M-18458-2020.

Mr. Deepak Sabharwal, Addl. A.G. Haryana.

Mr. N.S. Shekhawat, Advocate for the complainant.

TEJINDER SINGH DHINDSA J.

This case has been taken up through Video Conferencing via

Webex facility in the light of Pandemic Covid-19 situation and as per

instructions.

This order shall dispose of CRM-M-14814 of 2020 **titled as Trilok Chand @ Trilok Kumar Choudhary and another versus State of Haryana and another** and CRM-M-18458 of 2020 **titled as A.K. Sharma @ Ashok Kumar Sharma versus State of Haryana and others**, as both these petitions have been filed under Section 482 Cr.P.C and seek quashing of FIR No.175 dated 22.05.2020 under Sections 406 and 420 of the Indian Penal Code registered at Police Station Karnal Civil Lines, District Karnal.

An overview of the impugned FIR would be necessary at the outset.

FIR has been registered on the complaint of Ajay Kumar Vashistha, authorised representative of M/s Homestead Infrastructure Development Private Limited, M/s Asia Pacific Development Private Limited and M/s Jindal Buildtech Private Limited i.e. complainant companies. Petitioners in these two connected petitions are specifically named as accused apart from others. Allegations are that the accused persons including the petitioners herein hatched a conspiracy in connivance with each other and have committed fraud with the complainant party and thereby grabbing a sum of rupees twenty eight crores. It is alleged that one Manoj Srivastava official of the complainant company introduced the accused persons with the owners of the complainant company in September 2011 at Karnal. The accused claimed that they were having 105 acres of land at Village Anangpur, Sector 39, Faridabad and such land was ideal for housing and commercial projects. A proposal in such regard was put forth to which the complainant company agreed and paid a sum of rupees two crores to the accused party. A MOU was also executed in this regard on 12.10.2011. The terms and conditions of MOU were not complied with and

with a motive to grab the money already paid, a second proposal was put forth before the complainant company as per which accused party was having ownership rights over land measuring 22 acres situated at Village Mewla, Maharajpur, Sector 43, Faridabad and such land was also suitable for housing and commercial purpose. It is asserted that to give effect to such second proposal, three agreements were entered into with the accused through their company namely M/s Dream Green Land Realtors Private Limited. The three agreements were dated 14.03.2012, 15.03.2012 and 13.08.2012. In pursuance thereto a further sum of rupees 14 crores was paid and the details of which have been furnished in the FIR. Complainant party alleges that there was dishonest intention and it came to light that the entire land was forest land and upon which construction could not be effected. At such stage, demand was raised to refund the entire amount paid and the accused in furtherance of the conspiracy hatched put forth yet another i.e. 3rd proposal that they will make available land measuring 300 acres in Rajasthan, situated at Village Udaisinghpura and Bakshipur, Tehsil Neem Ka Thana, District Sikar, Rajasthan. It is alleged that this time again Manoj Srivastava, employee of the complainant company was an active participant in the conspiracy and who facilitated the entering into another fresh agreement with fake company under the name and style of Rosserly Promoters Private Limited and complainant company namely M/s Homestead Infrastructure Development Private Limited. In this regard a further sum of rupees two crores was paid at Karnal Haveli. Subsequently, complainant party became aware that the accuse /their company was having only 40 acres of land which is situated at village Village Udaisinghpura. Fake documents had been prepared pertaining to the 300 acres of land and its ownership. Complainant party at that stage approached Commissioner of

Police, Faridabad and a compromise dated 30.04.2016 was entered into with the accused party. In terms of the compromise two cheques for Rs.8,83,27,000/- and Rs.17,99,41,000/- were issued to the complainant company. The cheques were presented in Axis Bank, Branch Office Karnal but were dishonoured. Proceedings under Sector 138 of the Negotiable Instruments Act were initiated and are pending before the competent Court at Karnal. It is alleged that even the compromise was entered into by the accused party in a fraudulent manner and with a clear motive to grab money from the complainant party. In a nutshell allegations against the accused persons are of having committed fraud, forgery, hatching criminal conspiracy and having duped the complainant party of a sum of rupees about 28 crores.

Learned counsel representing the petitioners in these two petitions have sought quashing of the impugned FIR primarily on three grounds:-

i) It is contended that the complainant as also accused party were into the real estate business and had business dealings with each other and during the course of which various agreements/MOUs were executed. Certain differences arose between them and on the same allegations as contained in the FIR, 2 complaints had been lodged and which had been examined by the Economic Offence Wing, Central Faridabad and Economic Offence Wing, NIT Faridabad. Reliance has been placed upon the reports dated 24.10.2016 by the Economic Offence Wing, Central Faridabad and on 13.04.2017 by the Economic Offence Wing, NIT Faridabad (Annexures P-3 and P-4 respectively with CRM-M-14814 of 2020), to contend that the matter has already been investigated thoroughly

and it has been concluded that the dispute is of civil nature inter-se the parties and no action is liable to be taken by the police authorities. It is argued that investigation having already been conducted leading to the the two enquiry reports at Annexures P-3 and P-4, the impugned FIR cannot sustain;

ii) Submission has been raised that pertaining to the money transactions, the complainant has already taken recourse to law by filing a complaint under Section 138 of the Negotiable Instruments Act and where such remedy having already been availed criminal prosecution in terms of the impugned FIR ought not to be permitted;

iii) It has further been contended that on the same allegations FIR No.119 of 2017 under Sections 420 and 120-B IPC was registered at Police Station Patan, District Sikar, Rajasthan. Investigation was conducted and final report dated 18.12.2018 under Section 173 Cr.P.C. had been submitted concluding that the dispute is of a civil nature. It is argued that the police at Rajasthan having already filed a closure report pertaining to the same transactions/allegations a second FIR could not have been registered.

Per contra learned State counsel has opposed the prayer for quashing of the FIR by contending that this Court should not examine the documents/annexures appended alongwith the quashing petitions as the same have not been proved and as such cannot be considered as evidence. It is submitted that the veracity of all such documents can only be looked into at the stage of trial. Investigation pursuant to the impugned FIR is at the very initial stage and the instant petition is wholly misconceived as it is only an attempt made by the petitioners to scuttle the investigation process.

Counsel representing the complainant party has vehemently opposed the prayer for quashing of the FIR. It is submitted that the enquiry reports from the Economic Offences Wing, Faridabad, have been obtained by the petitioners by colluding with the local police authorities. In law if any information discloses the commission of a cognizable offence then registration of FIR under Section 154 Cr.P.C. is mandatory. Counsel submits that the enquiry reports at Annexures P-3 and P-4 from the Economic Offences Wing, would carry no value in the eyes of law. It was further contended that pursuant to the three joint development agreements entered into for purposes of development of a group housing society in Sector 43, Faridabad within the revenue estate of Village Mewla, Maharajpur, District Faridabad, the complainant company had filed for a licence in the Office of Directorate of Town and Country Planning Haryana but the licence was declined by the DDP as the permissible area available for group housing purpose in Sector 43, Faridabad has already been exhausted. Furthermore, the land that had been offered by the accused party was falling within the forest area of District Faridabad and whereupon construction was not permitted. It is submitted that all these facts were in the knowledge of the accused/present petitioners and the agreements/MOU were entered with the sole purpose to cheat the complainant and to fraudulently grab huge sums of money. The ingredients of Sections 406 and 420 IPC stand clearly made out and as such police investigation in such a matter is imperative. As regards registration of FIR No.119 at Police Station Patan, District Sikar, Rajasthan, is concerned it has been argued that the offence/transaction disclosed in the present impugned FIR registered at Karnal is different to the allegations contained in the FIR registered at Rajasthan. Further urged that the FIR registered in

Rajasthan, mentioned the transactions referred to in the present FIR only with the purpose to complete the chain of events to give a complete factual matrix. Counsel has stressed that the subject matter of the FIR which was registered in Rajasthan is completely different from the present impugned FIR.

Counsel for the parties have been heard at length and pleadings on record have been perused.

In ***Lalita Kumari Vs. Government of Uttar Pradesh and others (2014) 2, SCC 1***, the Honourable Supreme Court had examined the scope of Section 154 Cr.P.C. and had also spelled out the cases in which a preliminary enquiry may be warranted prior to registration of an FIR. It had been held as under:-

“73. In terms of the language used in Section 154 of the Code, the police is duty bound to proceed to conduct investigation into a cognizable offence even without receiving information (i.e. FIR) about commission of such an offence, if the officer in charge of the police station otherwise suspects the commission of such an offence. The legislative intent is therefore quite clear, i.e., to ensure that every cognizable offence is promptly investigated in accordance with law. This being the legal position, there is no reason that there should be any discretion or option left with the police to register or not to register an FIR when information is given about the commission of a cognizable offence. Every cognizable offence must be investigated promptly in accordance with law and all information provided under Section 154 of the Code about the commission of a cognizable offence must be registered as an

FIR so as to initiate an offence. The requirement of Section 154 of the Code is only that the report must disclose the commission of a cognizable offence and that is sufficient to set the investigating machinery into action.”

“111. *In view of the aforesaid discussion, we hold:*

- i) Registration of FIR is mandatory under Section 154 of the Code, if the information discloses commission of a cognizable offence and no preliminary inquiry is permissible in such a situation.*
- ii) If the information received does not disclose a cognizable offence but indicates the necessity for an inquiry, a preliminary inquiry may be conducted only to ascertain whether cognizable offence is disclosed or not.*
- iii) If the inquiry discloses the commission of a cognizable offence, the FIR must be registered. In cases where preliminary inquiry ends in closing the complaint, a copy of the entry of such closure must be supplied to the first informant forthwith and not later than one week. It must disclose reasons in brief for closing the complaint and not proceeding further.*
- iv) The police officer cannot avoid his duty of registering offence if cognizable offence is disclosed. Action must be taken against erring officers who do not register the FIR if information received by him discloses a cognizable offence.*
- v) The scope of preliminary inquiry is not to verify the veracity or otherwise of the information received but*

only to ascertain whether the information reveals any cognizable offence.

vi) As to what type and in which cases preliminary inquiry is to be conducted will depend on the facts and circumstances of each case. The category of cases in which preliminary inquiry may be made are as under:

- a) Matrimonial disputes/ family disputes*
- b) Commercial offences*
- c) Medical negligence cases*
- d) Corruption cases.”*

In ***The State of Telangana Versus Sri Managipet @ Mangipet Sarveshwar Reddy in Criminal Appeal No.1662 of 2019 arising out of SLP (Criminal) No.3632 of 2019 decided on 06.12.2019*** it had been observed that objective of a preliminary enquiry is only to ensure that the criminal investigation process is not initiated on a frivolous and untenable complaint. The purpose of a preliminary enquiry is to screen wholly frivolous and motivated complaints.

The submission advanced on behalf of the petitioners by adverting to the enquiry reports dated 24.10.2016 and dated 03.04.2017 at Annexures P-3 and P-4 alongwith CRM-M-18458-2020 to contend that a thorough investigation into the allegations has already been carried out and the impugned FIR on such basis to be quashed is not well-founded. As has been laid down in **Lalita Kumari's case (supra)** the reports dated 24.10.2016 and dated 13.04.2017 at Annexures P-3 and P-4 could only be viewed as preliminary enquiry reports. It has already been laid down that the scope of a preliminary enquiry is not to verify the veracity or otherwise of the information received but only to ascertain whether the information

reveals any cognizable offence. This Court as such cannot view the enquiry reports dated 24.10.2016 and dated 13.04.2017 at Annexures P-3 and P-4 i.e. prior to registration of the FIR as an investigative process/proceedings so as to form a basis to quash the FIR itself and to scuttle the investigation which ought to be carried out after registration of the FIR as per mandate under Section 154 Cr.P.C. Such ground raised on behalf of the petitioners seeking quashing of the FIR is found to be without merit.

Even the ground raised for quashing of the impugned FIR as proceedings under Section 138 of the Negotiable Instruments Act, having been initiated carries no weight. What is punishable in criminal law is the conduct of an accused or the consequences arising from such conduct as reflected in a fact or set of facts. If such set of facts or the consequences thereof constitute more than one offence then the accused is liable to be prosecuted and punished for all such offences whether the offences are punishable under the General Penal Law as contained in IPC alone or the same are punishable under the General Criminal and Special Criminal Law separately. The mere fact that conduct of an accused is punishable under special law cannot serve as a basis to hold that such conduct cannot be punished under general criminal law.

In the present case proceedings under Section 138 of NI Act have been initiated upon two cheques having been dishonoured and which were issued in furtherance to a compromise/settlement having been arrived at. Prior thereto at three different points of time agreements/MOUs were entered into for development of different parcels of land. It is in relation to such different parcels of land that allegations have been raised that there was a dishonest intent inasmuch as the land was either not under ownership of the accused party/company or construction activity was not permissible

thereupon. Despite being in knowledge of such state of affairs agreements were entered into and huge sums of money were taken. Such set of circumstances are quite distinct as opposed to the dishonouring the cheques issued subsequently on account of a compromise having been entered into. Prayer for quashing of the FIR on such ground cannot be accepted.

The next ground raised on behalf of the petitioners that a second FIR cannot be registered pertaining to the same occurrence/transaction, would now require consideration.

The law on such issue is well-settled. The Apex Court in case titled as ***T.T. Antony Vs. State of Kerala and others (2001) 6 SCC 181*** had held as under

“20. From the above discussion it follows that under the scheme of the provisions of Sections 154, 155, 156, 157, 162, 169, 170 and 173 of Cr.P.C. only the earliest or the first information in regard to the commission of a cognizable offence satisfies the requirements of Section 154 Cr.P.C. Thus there can be no second F.I.R. and consequently there can be no fresh investigation on receipt of every subsequent information in respect of the same cognizable offence or the same occurrence or incident giving rise to one or more cognizable offences. On receipt of information about a cognizable offence or an incident giving rise to a cognizable offence or offences and on entering the F.I.R. in the station house diary, the officer in charge of a Police Station has to investigate not merely the cognizable offence reported in the FIR but also other connected offences found to have been committed in the course of the same transaction or the same

occurrence and file one or more reports as provided in Section 173 of the Cr.P.C,

A just balance between the fundamental rights of the citizens under Articles 19 and 21 of the Constitution and the expansive power of the police to investigate a cognizable offence has to be struck by the court. There cannot be any controversy that sub-section (8) of Section 173 Cr.P.C. empowers the police to make further investigation, obtain further evidence (both oral and documentary) and forward a further report or reports to the Magistrate. In Narangs' case (supra) it was, however, observed that it would be appropriate to conduct further investigation with the permission of the Court. However, the sweeping power of investigation does not warrant subjecting a citizen each time to fresh investigation by the police in respect of the same incident, giving rise to one or more cognizable offences, consequent upon filing of successive FIRs whether before or after filing the final report under Section 173 (2) Cr.P.C. It would clearly be beyond the purview of Sections 154 and 156 Cr.P.C. nay, a case of abuse of the statutory power of investigation in a given case. In our view a case of fresh investigation based on the second or successive FIRs, not being a counter case, filed in connection with the same or connected cognizable offence alleged to have been committed in the course of the same transaction and in respect of which pursuant to the first FIR either investigation is underway or final report under Section 173 (2) has been forwarded to the Magistrate may be a fit case for exercise of

power under Section 482 Cr.P.C. or under Article 226/227 of the Constitution.”

In ***Amitbhai Anilchandra Shah Versus Central Burea of Investigation and anr. (2013) 6, SCC 348*** it had been held that a second FIR in respect of an offence or different offences committed in the course of the same transaction is not only impermissible but it violates Article 21 of the Constitution.

Copy of FIR No.0119 dated 10.05.2017 under Sections 420 and 120- B registered at Police Station Patan, District Sikar stands appended as Annexure P-13 alongwith CRM-M-18458-2020. Such FIR was also registered on the complaint of Ajay Kumar Vashistha. Allegations in the FIR amongst others are against Trilok Chand and Aruna Chaudhary (Petitioners in CRM-M-14814-2020). M/s Dream Green Land Realtors Private Limited has also been specifically named as one of the accused company and of which A.K. Sharma @ Ashok Kumar Sharma (Petitioner in CRM-M-18458-2020) is a Director. Perusal of the FIR contains allegations relating to the three proposals put forth by the accused party i.e. ownership of 105 acres land at Village Anangpura, Sector-39, Faridabad and for which MOU dated 12.10.2011 was entered into and a sum of rupees two crores was paid. Second transaction is pertaining to land measuring 22 acres situated at Village Village Mewla, Maharajpur, Sector 43, Faridabad, Faridabad and for which three agreements dated 14.03.2012, 15.03.2012 and 13.08.2012 were entered into with the accused company namely Dream Green Land Realtors Private Limited and a sum of rupees 14 crores having been paid for setting up of a group housing project. The 3rd transaction relates to the further proposal put forth by the accused party pertaining to 300 acres land situated at Village Udai Singhpora and Bakshipura in

Rajasthan and the entering into a MOU on 10.03.2014. Thereafter, there is an allegation of a compromise dated 30.04.2016 having been entered into and two cheques of Rs.8,83,27,000/- and Rs.17,99,41,000/- have been issued and which upon presentation were dishonoured. Allegations is that such compromise had also been entered into with a *mala fide* and dishonest intent and to cheat the complainant party.

The allegations and accusations as also transactions mentioned in the impugned FIR bearing No.175 dated 25.05.2020 at Police Station Karnal, Civil Lines, District Karnal, are identical to the previous FIR bearing No.0119 dated 10.05.2017 at Police Station Patan, District Sikar, Rajasthan.

Even though an attempt has been made by counsel for the complainant to impress upon this Court that the allegations in the instant FIR dated 22.05.2020 at Police Station Karnal are distinct and separate from the allegations raised in the FIR lodged in the year 2017 at Rajasthan but upon a minute perusal of both the FIRs it would be discernible that the three transactions are inter-connected and are in the nature of a running transaction. It would be apposite to take note that in the impugned FIR registered at Karnal it has been specifically alleged that after having grabbed a large sum of money i.e. rupees 14 crores upon entering into three agreements dated 14.03.2012, 15.03.2012 and 13.08.2012 with the accused company-M/s Dream Green Land Realtors Private Limited for development and land measuring 22 acres situated at Village Mewla, Maharajpur, Sector 43, Faridabad and such project having not seen the light of the day, the 3rd proposal pertaining to land measuring 300 acres land in Rajasthan was put forth **“in place of land measuring 22 acres and against that very amount”**.

Furthermore in the instant FIR there is a categoric recital with regard to compromise with the complainant party on 30.04.2016 on account of which two cheques of Rs.8,83,27,000/- and Rs.17,99,41,000/- were issued and which upon presentation were dishonoured. The impugned FIR itself reads that the compromise dated 30.04.2016 was composite in nature and it was towards a settlement to take care of the previous three transactions/proposals i.e. 105 acres land at Village Anangpur/MOU dated 12.10.2011, 22 acres land situated at Village Mewla Maharipur, Sector 43, Faridabad and the 3rd proposal re 300 acres of land at Rajasthan and such three proposals having not fructified. Perusal of the earlier FIR bearing No.0119 dated 10.05.2017 registered at Police Station Patan, District Sikar, Rajasthan, also refers to the same very three transactions/proposals as afore-noticed. While raising allegations as regards the 3rd proposal at Rajasthan the FIR at Rajasthan reads as follows:-

*“but accused bent to their criminal intentions, submitted another proposal with an intention to grab the money paid to them, to the effect that they are having ownership over land measuring 300 acres situated at Village Village Bakshipura and Udaisinghpur in Rajasthan. They also submitted some papers of said land before the complainant company. Both the said villages are situated in Tehsil Neem Ka Thana, District Sikar in Rajasthan. **The accused also told the complainant that the said land is ideal for housing and commercial project and that the amount of rupees 17 crores paid earlier will be adjusted against payment of said project.** In this connection an MOU was entered into with accused company Rosserly Promoters Private Limited and Homestead*

Infrastructure Development Private Limited on 10.03.2014.”

It is thus clear that the proposal/transaction relating to land in Rajasthan was not a separate and isolated transaction. Even as per accusation/allegations contained in both the FIRs i.e. the present impugned FIR and the FIR in Rajasthan, the 3rd proposal/transaction with regard to land being offered in Rajasthan was relatable and in lieu of the money consideration already paid towards the 22 acres land at Village Mewla, Maharajpur, Faridabad and for which the three agreements dated 14.03.2012, 15.03.2012 and 13.08.2012 had been entered into with M/s Dream Green Land Realtors Private Limited.

Admittedly, investigation in the FIR bearing No.0119 dated 10.05.2017 at Police Station Patan, District Sikar, Rajasthan was carried out and a final investigation report dated 22.12.2018 was submitted to the competent Court. A copy of the final report under Section 173 Cr.P.C. Stands appended as Annexure P-14 alongwith CRM-M-18458 of 2020. Perusal of such investigation report would reveal that the documents/material pertaining to the three proposals afore-noticed i.e. land at Village Anangpur, Faridabad, land pertaining to Village Mewla, Maharajpur, Faridabad and at Rajasthan were called for, apart from the document pertaining to compromise dated 30.04.2016. The relevant portion of the investigation report is extracted hereunder:-

“Hence it reveals from investigation of instant case that accused Rakesh was authorized representative of Rossery Promoters Pvt. Ltd., 21, Chhatarpur Road, Mehrauli, New Delhi since year 2006. The said company is owned by Trilok Chaudhary and Rakesh was working under him. The said companies were indulged in purchasing land and develop

projects on the same. The said company used to purchase land at various places and further sell out the same to the parties. So accused company Rosserly Promoters Pvt. Ltd. was in need of land, hence the inhabitants of village Uday Singhapura and Bakshipura sold out the said land in order to meet their need of funds and entered into an agreement to sell. Sale deed regarding land measuring about 125 bigha, situated at village Bakshipura, got registered by Rosserly Promoters Pvt. Ltd. Moreover, inhabitants of village Udai Singhapura sold land measuring about 140 bigha, possessed by them, in favour of Rosserly promoters Pvt. Ltd. The said sale deeds are bearing signatures of Rakesh, vendors & witnesses. Homestead Infrastructure Development Pvt. Ltd., Asia Pacific Development Pvt. Ltd. & Jindal Pvt. Ltd. were in need of land, hence an agreement to sell regarding 105 bigha land executed between Trilok Chaudhary, Director of so accused company & Brij Bhan Bhadana. At that time, so accused company was having land measuring 10 acres at village Mewla Maharajpur, which entered into JDA on 14.03.2012 with Asia Pacific Development Pvt. Ltd. Said Trilok Chand was also Director of Dream Green Land Realtors Pvt. Ltd. Land measuring about 10 acres was situated at Village Mewla Maharajpur, Sector 43, Faridabad, which was owned by company belonging to Trilok Chand, The said land was to be used by Asia Pacific Development Pvt. Ltd., Jindal Building Pvt. Ltd. & Homestead Infrastructure Development Pvt. Ltd. for developing Housing project, for which, so accused company received a sum of

Rs.14 crores. The complainant company was solely liable for obtaining licence and all other matters regarding said land. In this connection, a JDU was executed on 14.03.2012. According to Clause 8.3 & 8.4 of said J.D.A, it was clearly mentioned that in case any fault detected on account of said Trilok Chand, he will have to pay interest @ 12%. But according to the order passed by D.T.C.P., licence was not issued to all the said three companies because of the reason that they produced License of another company i.e. Best Deal, which was already defaulted by D.T.C.P. At that time, the said land was lying vacant for construction of Housing project. When D.T.C.P. called their representative, they did not appear for hearing, resulting which the said company could not get the license. They told accused Trilok Chand that your company is having land belonging to Forest Department, whereas the said land was actually not belonging to Forest Department, rather sale deed for said land was lying registered in favour of accused Trilok Chand & his company, record regarding which is enclosed herewith. The said company further asked Trilok Chand that you may provide us some other land in lieu of said land. In this connection, a Assets Management Agreement executed at Delhi on 10.03.2014, according to which, accused Trilok Chand was to provide clubbed land measuring about 300 bigha. At that time, company of Trilok Chand was having sale deed regarding land measuring about 125 bigha and remaining land was to be clubbed. No monetary transaction took place

in lieu of land covered under said Assets Management Agreement and merely the said Assets Management Agreement was executed. Thereafter, the complainant company entered into a Settlement Agreement with Trilok Chand and obtained cheques for about Rs.26 crores from Trilok Chand, When Trilok Chand came to know that license for land, situated at Village Mewla Maharajpur, is not allocated due to the fault of complainant company, in which there is no fault on the part of his company, he got stopped the payment against cheques issued by him. Then the complainant company filed a case under Section N.I. Act, against Trilok Chand & his company before Ld. Court at Karnal. The complainant company did not pay any money against land situated at Village Uday Singhpura & Bakshipura, Tehsil Neem Ka Thana, Rajasthan, nor any deed executed regarding said land, nor any sale deed is registered in favour of complainant company. The land situated at Village Bakshipura is coming in the name of Rosserly Promoters Pvt. Ltd., company belonging to Tirlok Chand, which is claimed to be forged by complainant company, whereas sale deed regarding said land is duly registered in favour of said Rosserly Promoters Pvt. Ltd. According to khasra numbers of said land, no land is found having sold in favour of complainant company. Merely Assets Management Agreement regarding land, situated at Village Bakshipura & Udai Singhpura executed between Rosserly Promoters Pvt. Ltd., and Homestead Infrastructure Development Pvt. Ltd. It is alleged by complainant company

about providing land measuring 300 acres in Rajasthan, which is wrong, as land deals in Rajasthan are worked out in Bigha measurement & not in acres. The agreement to sell regarding land, situated at Village Uday Singhapura, was executed by so accused company with complainant company. Moreover, Rossery Promoters Pvt. Ltd. was not having any information as to whether the gifted land can be sold out or not. No forged documents prepared by the so accused company in connivance with Sarpanch, Gram Panchayat, Village Udai Singhapura. There is grudge between complainant company and Tirlok Chand & his company regarding monetary transactions, due to which reason, the complainant filed a case U/s 138 N.I. Act against Tirlok Chand, Director, so accused company & his company before Ld. Court at Karnal, which is still pending. A declaration has been duly passed by District Collector, Sikar, vide which, the gifted land, situated at Village Uday Singhapura, is freed from bar. Relevant papers in this regard are enclosed herewith. No sale deed regarding land, situated at village Udai Singhapura, is got registered by so accused company in favour of complainant company, nor anyone is put into its possession. There was merely a deal regarding land situated at village Mewla Maharajpur, which is still ideal for housing project. No one is put into possession over land, situated at village Udai Singhapura. There is case regarding mutual monetary transaction between complainant company & so accused company, which case U/s 138 N.I. Act is pending before

Ld.Court at Karnal. It reveals from detailed investigation that entire matter relates to mutual dealing, which falls in civil nature.

Hence F.R. No.104/18 dated 18.12.2018 is found of civil nature. Hence F.R. is submitted before the Ld.Court for kind approval.”

The extract reproduced hereinabove of the final investigation report reveals that pursuant to FIR No.0119 dated 10.05.2017 having been registered at Police Station Patan, District Sikar, Rajasthan, investigation has been carried out not only pertaining to the 3rd proposal and land offered at Rajasthan but also to the previous proposal of development of a group housing society on land measuring 22 acres at Village Mewla Maharajpur Faridabad. Investigation has traversed to the relatable transaction carried out in Faridabad as also to the rights and obligations emanating from the JDU executed on 14.03.2012. The issue as regards the reasons for the licence to develop group housing society by the DTCP Haryana having been declined to the complainant companies has also been dealt with. The investigation report also addresses the aspect as regards why the payment against the cheques having been issued pursuant to the compromise were stopped by the accused party. Finally, it was concluded in the investigation report that the deal had been entered into regarding land situated at Village Mewla Maharajpur which is still ideal for housing project and that no-one was put into possession over land situated at Village Udaisinghpura, Rajasthan. There is a case regarding mutual monetary transaction between the complainant company and accused company and the entire matter relates to mutual dealing and which is of a civil nature.

Having considered the allegations contained in the present impugned

FIR as also in the earlier FIR registered in Rajasthan, this Court is of the considered view that the allegations and accusations in both the FIR are identical and pertain to the same very transaction and of a continuing alleged offence. The final investigation report dated 20.12.2018 (Annexure P-14) in FIR No.0119 dated 10.05.2017 at Police Station Patan, District Sikar, Rajasthan, bears out an investigation already carried out as regards the allegations contained in the present impugned FIR. Under such circumstances the dictum laid down by the Hon'ble Supreme Court in the case of *T.T. Antony and Amitbhai Anilchandra Shah's case (supra)* would squarely apply and afford to the petitioners a protection insofar as the present FIR is concerned.

This Court would have no hesitation to conclude that the impugned FIR No.175 dated 22.05.2020 at Police Station Karnal Civil Lines is in respect of offence(s) committed in the course of running transactions for which an FIR had already been registered prior in point of time at Rajasthan i.e.FIR No.0119 dated 10.05.2017 and in which investigation already stands carried out and a closure report dated 22.12.2018 already stands presented before the competent Court.

For the reasons recorded above, it would be a fit case for this Court to intervene in exercise of its powers under Section Cr.P.C. The impugned FIR bearing No.175 dated 22.05.2020 under Sections 406 and 420 of IPC, registered at Civil Lines Karnal, District Karnal qua the petitioners in these connected petition is quashed.

It is, however, clarified that it would be open for the complainant company to contest the closure report/final investigation report dated 22.12.2018 pertaining to FIR No.0119 dated 10.05.2017 at Village Patan, District Sikar, Rajasthan as per law and the observations contained

in the instant order quashing FIR No. 175 dated 22.05.2020, would not work to the prejudice of the complainant company.

Petitions allowed.

Pending application(s), if any, shall stands disposed of.

(TEJINDER SINGH DHINDSA)
JUDGE

27.11.2020

shweta

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No