

\$~14

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

+ **CRL.M.C. 1684/2020**

SHANTI SWAROOP SATIJA

..... Petitioner

Through: Mr Ujjwal Puri, Advocate.

versus

STATE(NCT OF DELHI) AND ANR

..... Respondents

Through: Mr Ravi Nayak, APP for State.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

%

24.08.2020

[Hearing held through video conferencing]

CRL.M.A. 11415/2020 & CRL.M.A. 11416/2020

1. Allowed, subject to all just exceptions.

CRL.M.C. 1684/2020

2. The petitioner has filed the present petition, *inter alia*, praying as under:-

“a) Quash FIR No. 86/2019 registered with the Connaught Place/EOW at New Delhi against the petitioner under Section 420/409/ 12013 IPC of the Indian Penal Code.”

3. The said FIR (FIR No.86/2019) was registered at the instance of respondent no.2. Respondent no.2 alleges that he was induced by the petitioner to invest his savings in various properties on the basis of assured

returns. It is stated that the petitioner used to appear in a programme televised on one of the TV channels, for giving expert advise on real estate and property matters.

4. The complainant states that somewhere in the middle of September, 2016, he had visited the office of the Sampatti Trading and Developers Limited – a company run by the petitioner – and was introduced to its Directors.

5. The complainant alleges that the accused had lured him to invest in down payment plan in a real estate project – Hill View City Phase-I situated at main NH-8 Highway before Shahpura, Jaipur (Rajasthan) being developed at Shahpura (Rajasthan). According to him, he had represented that the entire money would be returned in twenty-one equated quarterly instalments and had also issued post dated cheques (PDC).

6. He alleged that he was asked to pay a sum of ₹4,32,000/- against plot measuring 60 sq. Yards. It was represented that the entire amount paid by him would be returned back in addition to assured returns. On the basis of the representations, he had paid the said amount and an agreement dated 03.10.2016 was also executed. It is stated that subsequently the petitioner had approached the complainant to invest ₹15,00,000/- on the representation that he would be paid interest/premium of ₹40,000/- per month. The complainant had, by a cheque dated 18.10.2016 drawn on HDFC Bank, paid a sum of ₹14,00,000/-. Subsequently, the complinant had invested further sums as well.

7. The complainant alleges that in all he had paid a sum of ₹22,82,000/- and against the aforesaid amount he had received a sum of ₹1,89,321/- only. The balance amount remains outstanding. The cheques issued by the accused have since been dishonoured.

8. Mr Puri, learned counsel appearing for the petitioner submits that similar complaints have been made by another investor and a FIR in this regard has been registered (FIR No.151/2017). He further states that the complainant's statement under Section 161 of the CrPC was also recorded in the said FIR (FIR No.151/2017). He submits that since the petitioner is being prosecuted in the said FIR, which is also supported by the complainant, it is impermissible for the complainant to file another FIR regarding similar allegations.

9. He submitted that this was a case of being prosecuted multiple times for the same transaction. He also referred to the judgment of this Court in ***State v. Khimji Bhai Jadeja: CRL.REF.1/2014*** where, according to him, multiple FIRs were permitted. He submitted that the said decision has been stayed by the Supreme Court and the SLP against the said decision is pending.

10. This Court finds this contention advanced by the petitioner unpersuasive. Merely because one of the persons who is allegedly cheated by the accused has filed an FIR and the statement of the complainant has been recorded in that case by the investigating agency, does not preclude the complainant from instituting a complaint in respect of the transaction entered into by him with the accused or his company.

11. The subject transactions of the FIR in question are not the subject matter of the FIR bearing no. 151/2017.

12. This Court finds no merit in this petition. The same is, accordingly, dismissed.

VIBHU BAKHRU, J

AUGUST 24, 2020
MK

Signature Not Verified

Signed By: DUSHYANT
RAWAL
Location:
Signing Date: 25.08.2020
00:11:53