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

+ CRL.M.C. 5125/2017

ABRAR AHMED , ALIAS MOHD ABRAR Petitioner

Through Mr.Mandeep Singh Vinalk, Adv. with
Mr.Deepak Bashta, Ms.Vandini
Dagar & Mr.Shaurya Sharma, Adv.

versus

THE STATE GOVT OF NCT OF DELHI & ANR Respondents

Through Mr. Izhar Ahmad, APP for State.
Mr.Sanjay Mishra, Adv. with
Mr.Nitesh Singla, Adv. for R-2.

CORAM:

HON'BLE MR. JUSTICE SURESH KUMAR KAIT

ORDER

% **19.02.2020**

The present petition is filed under section 482 Cr.P.C. seeking quashing of FIR No.603/2015 registered at Police Station Shahdara for the offence punishable under section 420 IPC.

Case of the petitioner is that he had agreed to sell his property to Rakesh Kumar Goel vide an agreement to sell dated 26.11.2012, in terms of which Mr.Goel was required to purchase the property in question. However, Mr.Goel failed to complete the purchase transaction and failed to pay the balance consideration in time. This led to the transaction being cancelled and the earnest money being forfeited by the petitioner.

Counsel for petitioner submits that said Rakesh Kumar Goel agreed to sell the same property to one Sangeeta Bansal and since he was unable to

complete the transaction, the said Sangeeta Bansal lodged a complaint, which culminated into FIR in question.

Learned counsel further submits that Sangita Bansal, having allowed her alleged civil claim to become time barred, and having no privity of contract with the petitioner whatsoever, seeking to wrongfully convert her claim of civil nature into a criminal cause of action in the manner explained *inter alia*. Her endeavour was to wrongfully pressurize the petitioner into coughing up money received from Mr.Goel that he is entitled to forfeit. The petitioner became the victim of a pre-planned conspiracy hatched by the complainant.

The complainant Sangita Bansal, in connivance with Anil Kumar Bansal, Umesh Gupta, Devendra Kaushik and Rakesh Kumar Goel, filed a false and frivolous complaint against petitioner in PS Shahdara, Delhi, on the basis of a forged and fabricated agreement to sell dated 12.12.2012 executed between Sangita Bansal and Rakesh Kumar Goel in order to extort money from petitioner in the garb of the above said false and frivolous complaint dated 03.01.2015 inspite of knowing fully well that petitioner is nowhere involved in any transaction between them.

It is further submitted that the petitioner had agreed to sell his property to Rakesh Kumar Goel by means of an agreement to sell dated 26.11.2012, in terms of which Mr.Goel was required to purchase the property in question.

The alleged transaction between Mr.Goel and complainant took place in the month of December, 2012 but the FIR was registered only on 30.11.2015. Furthermore, the petitioner is sought to be harassed in the month of May, 2017, belatedly, and with inordinate delay. The very fact

that the FIR is highly belated, itself casts serious suspicion. Furthermore, excessive delay in taking action on the said FIR leads to further suspicion regarding the true motivation behind the same.

It is not in dispute that petitioner entered into agreement to sell dated 26.11.2012 with Rakesh Kumar Goel and said person thereafter entered into an agreement dated 12.12.2012 with Sangita Bansal.

It is also not in dispute that in agreement dated 12.12.2012, the petitioner is signatory as a witness and in the said agreement, it is stated that Rakesh Kumar Goel is owner of the property in question, whereas, fact is that petitioner was owner and till date he is owner of the property.

Case of the petitioner is that petitioner's agreement was with Rakesh Kumar Goel who could not fulfil the terms of agreement, following which his earnest amount was forfeited. Thereafter, Rakesh Kumar Goel further entered into a subsequent agreement dated 12.12.2012 with Sangita Bansal to sell the property. However, petitioner could not be made accused in the present FIR for the offence under section 420 IPC.

However, it is also not in dispute that Rakesh Kumar Goel cheated Sangita Bansal stating in the agreement dated 12.12.2012 that he is owner of the property. Also, fact remains that there was no occasion for petitioner to sign said agreement as witness when he was aware that Rakesh Kumar Goel was not owner of the property.

Moreover, chargesheet is at the advanced stage and is yet to be presented before the Trial Court,

In view of above, I find no ground to quash the present FIR No.603/2015, the petition is, accordingly, dismissed.

Needless to state that petitioner is at liberty to make his submission before Trial Court at the time of passing of the order on charge.

SURESH KUMAR KAIT, J

FEBRUARY 19, 2020
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