



2024:DHC:9257



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

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*Reserved on: September 12, 2024
Pronounced on: November 28, 2024*

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W.P.(CRL) 590/2023 & CRL.M.A. 8495/2024

1. **Times Trading Corporation**
Through its Sole Proprietor
Mr. Saudahmad M. Malik
Gala No.14, Malik Compound,
Opp. Manoj Kumar Studio,
Chandivali Andheri (E)
Mumbai-400072.

2. **Liyakat Ali**
S/o Faheemuddin
R/o House No.243,
Gali No.3, Old Mustafa Baad,
Delhi-110094.

.....Petitioners

Through: Dr. Harshvir Pratap Sharma, Senior
Advocate, Mr.Atul Krishnan,
Mr.Amit Kumar, Ms. Stuti Jain and
Mr.Akshu Jain, Advocates.

Versus

1. **Union Of India**
Through the Secretary,
Ministry of Home Affairs
North Block
New Delhi-110001.

2. **Union Of India**
Through the Secretary,
Ministry of Commerce and Industry
Udyog Bhawan
New Delhi-110107.

Signature Not Verified

Digitally Signed By: AHIL
SHARMA

Signing Date: 28.11.2024
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3. **The Commissioner of Delhi Police**
Delhi Police Head Quarter
Jai Singh Road, ITO,
New Delhi-110001.
4. **Station House Officer**
P.S. Tilak Marg,
New Delhi-110001.
5. **Indian Trade Promotion Organization**
Through The Chairman-Cum-Managing Director
Pragati Bhawan, Pragati Maidan,
New Delhi-110001.
6. **National Building Constructions Corporation**
Through the Chairman-cum-Managing Director
NBCC Bhawan, Lodhi Road,
New Delhi.
7. **Shapoorji Pallonji & Co. Pvt. Ltd.**
Through Chairman,
41/44, Manoo Desai Marg,
Colaba, Mumbai-400 005,
Maharashtra, India.

Also known as,
Shapoorji Pallonji & Co. Pvt. Ltd.
And Shapoorji Pallonji Qatar W.L.L. (JV)

Also at,
Commercial Department
Videocon Tower 9th Floor,
Jhandewalan Extn., New Delhi-110055.

.....Respondent

Through: Mr. G.G.Kashyap, Mr. Ronvijay,
Mr.Nishant Pandit and Ms. Soumya
Singh, Advocates for R-5 & 6.



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Mr. Madhav Khurana, Mr. Jaiyesh Bakshi, Mr. Ravi Tyagi, Mr. Mayank Mishra, Mr. Chirag Sharma, Mr. Manmilan Sidhu, Ms. Ria Chandra, Ms. Bhumika Bhatnagar, Ms. Sudiksha Saini, Ms. Saksha Jha and Mr. Shikhar Misra, Advocates for R-7.

CORAM:
HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

J U D G M E N T

NEENA BANSAL KRISHNA, J.

1. The present Appeal under Article 226 of *The Constitution of India, 1950* read with Section 482 of the *Code of Criminal Procedure, 1973* ('Cr.P.C.' *hereinafter*) has been filed by the Petitioners for directing Respondent No.1 & 2 to initiate action against the large scale corruption in the work of development of ITPO Complex. Pragati Maidan, New Delhi and for registration of FIR.
2. ***Briefly stated***, for the purpose of renovation of the Hall of Pragati Maidan, the Work contract was awarded by Chairman-cum-Managing Director of Indian Trade Promotion Organisation, Pragati Maidan, New Delhi (hereinafter called as '**ITPO**')/Respondent No.5, to National Building Construction Corporation ('**NBCC**')/Respondent No.6.
3. NBCC awarded the work to Respondent No.7/Shapoorji Pallonji & Co. Pvt. Ltd. for redevelopment of the ITPO Complex. The Respondent No.7 floated various Tenders for demolition of the existing structure on the Project site. The Work Contract for sale of *Building Foundation Material (including the steel, plumbing, air conditioning and power units etc.)* from



Hall No.18 along with Admin Block and 2 Annexes, was awarded to BS Enterprises through Sh. Siddharth Chaudhary. However, BS Enterprises defaulted in making the full payment to Respondent No.7 and the Work Contract was awarded to Petitioner No.1-M/s Times Trading Corporation on 18.12.2017. The Work Contract dated 18.12.2017 was as follows:

*“Credit for **Sale of All Building material** (like Structural, Plumbing, Electrical etc.) from Hall No. 18 along with Admin & 2 nos. Annex at Re-Development of Pragati Maidan Complex into Integrated Exhibition-cum-Convention Centre, New Delhi site ... ”.*

4. Soon after the Petitioner started the work at site, officials of Respondent No.7 started creating various obstructions for the workers and staff of the Petitioner No.1 by not letting them complete their work with the objective of sabotaging the *Work Contract* for which the payment of Rs. 4 Crore had already been made by the Petitioner.

5. Further, a portion of the Work already allotted to the Petitioner under the Work Contract was dishonestly awarded to *M/s Green Life Infrastructure Development Corporation* on 20.01.2018 for an amount of Rs.1,80,00,000/-, which read as under :

*“Credit for **Sale of All Building material** (like Structure, Plumbing, Electrical etc) from Buildings as mentioned in BOQ (enclosed) at Re-development of Pragati maidan Complex into Integrated Exhibition-cum-Convention Centre, New Delhi site ... ”* The description provided that, *"Sale of All Building Materials- from Buildings as mentioned in BOQ (attached)"* and the BOQ specifically provided for *II AC Plant for Hall No. 18”*.

6. It is claimed that the items sold to Petitioner No.1 were illegally resold to *M/s Green Life Infrastructure Development Corporation*.



7. The Petitioner in response to an RTI Application dated 17.02.2018, got a Reply dated 26.02.2018 from Public Information Officer, from where he came to know that the dismantling and demolition of Admin Block (Pragati Maidan), which was part of the Work Contract of the Petitioner, was not in possession of Respondent No.7 at the time of entering in to the Contract and was to be handed over by NBCC/Respondent No.6 only on 15.03.2018.

8. The Petitioner accordingly, lodged a Complaint with Commissioner of Police which was recorded *vide* DD No.51B alleging fraud and loss caused to the Petitioner, but since no action was taken, he again made a Complaint which was registered *vide* DD No.37B dated 23.03.2018. A Representation dated 09.03.2018 was also made by the Petitioner to CMD of the Respondent No. 5 and 6 respectively, highlighting the alleged misconduct of Respondent No. 7. The Petitioner No.1 wrote another Letter dated 26.03.2018 to CMD, ITPO again highlighting the alleged misconduct and to take requisite action.

9. The Respondent No.7 on the pretext to settle and compensate the Petitioner No.1 for the damage and loss suffered by him, entered into a Settlement Agreement dated 28.03.2018 for Rs.6,02,54,237/-. Consequent thereto, Petitioner No.1 withdrew all the Complaints made to various Authorities against Respondent No.7.

10. The Petitioner has further alleged that the site as agreed in the Settlement Agreement, was not even handed over to him for which he again filed a RTI on or around 06.09.2018. He got a response dated 12.09.2018 from where it was revealed that *Respondent No.7 had no right to sell the BSES 33 KV Substation behind Hall No.14* situated between Gate No.8 and



7, Pragati Maidan, New Delhi. He consequently wrote the Letter dated 28.10.2018 to Commissioner of Police/Respondent No.3 which was recorded *vide* Diary No.23B, to register the FIR against Respondent No.7 for offence under Section 468 of the *Indian Penal Code, 1860* ('IPC' *hereinafter*) read with 120B IPC on account of the cheating committed by Respondent No.7 by entering into the Settlement Agreement on the basis of forged documents and Petitioner had already deposited Rs.6.03 crore with Respondent No.7. He also wrote a Letter dated 02.02.2019 to Respondent No.4 for registration of the FIR for the alleged fraud and cheating.

11. He further made a Representation dated 08.02.2019 and a Representation dated 08.02.2019 to Chairman-cum-MD of Respondent No.5 and Respondent No.6 respectively for taking action against the guilty officials. The Respondent No.6 responded *vide* Letter dated 08.05.2019 wherein he stated that he was not a party to the Contract between Petitioner No.1 and Respondent No.7 and refused to take any action.

12. The Petitioner No.1 got the valuation of Electric Substation 33X1000 KVA of BSES Ltd. from a Government Approved valuer, which came to Rs.2,65,50,000/-.

13. The Petitioner No. 2 belonging to the *Other-Backward Class category* ('OBC'), thus made a complaint to Vice Chairman, National Commission for Other Backward Classes ('OBC Commission') against the harassment by the SHO, Police Station Tilak Marg in conspiracy and connivance with Respondent No.7 in respect of the work in question.

14. The Petitioner received a mail dated 11.05.2021 from the Statutory Auditor of Respondent No.7 requesting him to confirm the outstanding of the Respondent No.7 to the Petitioner as on 31.03.2021, to which he



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confirmed that a sum of Rs.1,19,71,482/- was due to him, *vide* email dated 13.05.2021.

15. The OBC Commission acted on the complaint of Petitioner No. 2 and issued a hearing Notice dated 31.08.2021 to CMD of Respondent No. 5 and 6 respectively pursuant to which a meeting was held on 07.09.2021. After many efforts of the Petitioner, a meeting was finally held on 28.12.2021 between the Petitioner, Respondent No. 6 and 7, wherein the Respondent No.7 admitted his guilt and agreed to pay a sum of Rs.1,19,71,482/- to Petitioner No.1 and Rs.11 lakhs as lumpsum amount for Full and Final Settlement. However, he sought time to process the Settlement by his email dated 29.12.2021.

16. The Petitioner No.1 requested the Respondent No.7 through email dated 01.02.2022 to release the money but respondent No.7 sought 2-3 week's time by his email dated 04.02.2022. The Petitioner again reminded Respondent No.7 on 13.03.2022 through email to pay the money as agreed in the Meeting dated 28.12.2021. Despite these assurances, no action was taken by the Respondent and he was again compelled to make the complaints to the SHO on 05.07.2022.

17. The Petitioner has claimed that despite the assurances of the Respondent, no action has been taken and the Petitioner has been suffering huge losses. It is claimed that he had been induced into the Settlement by fraud and cheating by Respondent No.7.

18. He therefore, sought the directions to be issued to Respondent No.1 and 2 to conduct an inquiry into the large scale corruption indulged in by respondent No.7 in connivance with Respondent No.5 and 6 qua the



development of Pragati Maidan, New Delhi and to issue directions to Respondent No3 and 4 to register the FIR against the Respondent.

19. *The Status Report has been submitted on behalf of SHO*, Police Station Tilak Marg who has explained that as per the Complaints of the Petitioner, the Unit sold to the Petitioner as per the Contract dated 18.12.2017 was again sold to *M/s Green Life Infrastructure Development Corporation*, for which Respondent No. 7 had no right. It was further claimed that the loss be compensated.

20. It was further claimed that to compensate the loss, Respondent No. 7 made an Agreement dated 28.03.2018 as per which the 33 KVA Sub Station BSES behind Hall No.14, Pragati Maidan was given to it in place of AC Plant. As per the RTI Reply dated 12.09.2018, the Respondent No.7 had no right to sell this Sub Station.

21. It was further stated in the Report that from the Contract dated 18.12.2017, it was revealed that only *Building Material* and not any *Plant or Equipment from Hall No.18 along with Admin & 2 Annex* was sold by the Respondent No. 7 to the *M/s Times Trading Corporation* in the sum of Rs.6,02,54,237/-.

22. It was further stated that as per the new Contract dated 28.03.2018 in amendment of the previous Contract dated 18.12.2017, Respondent No.7 Shapoorji Pallonji had agreed to give BSES Sub Station Pragati Maidan, but it was to be handed over to the Petitioner only after it was handed over to Respondent No.7 by NBCC. It was nowhere stated that the Sub-Station was to be handed over with immediate effect.

23. It was concluded on the basis of the inquiry conducted, that no cognizable offence was found to be made and the complaint were closed.



24. *The Respondent No.7/Shapoorji Pallonji & Co. Pvt. Ltd. in its detailed Reply* explained that Respondent No.7 had to demolish the following structures:

“(i) Pragati Bhawan (Admin. Annexe Block -I, Annexe Block -II, Garage Block & Temporary store rooms behind Annexe Building);

(ii) Hall No.18 (A C Plant for Hall No. 18, & Food court No. 1, Substation - 5 (Rear side of hall No. 14), BSES No.I (Rear side of hall No. 14), Substation-10 inside Hall No. 18 & Toilet Block between hall-14 & 18);

(iii) Other miscellaneous structures.”

25. The Contract was awarded to Shapoorji Pallonji & Co. Pvt. Ltd./Respondent No.7 by Respondent No.6 but the existing structures were not handed over to it immediately. They had to carry out the demolition work of the above mentioned structures, as and when they were handed over to them by Respondent No.6 for the needful.

26. In furtherance of the Works for carrying out the demolition of existing structures, Respondent No.7 awarded Sale Orders dated 18.12.2017 to Petitioner No.1. The credit for the sale of building material was quantified as Rs.6,02,54,237/-.

27. Admittedly, Respondent No.7 entered another Work Contract on 20.01.2018 for an amount of Rs.1,80,00,000/- with *M/s Green Life Infrastructure Development Corporation*. It is explained that the scope of Work was for sale of all *Building Material* like structure, plumbing, electrical etc. from buildings which were mentioned in the attached BOQ of the said Work Order. The demolition work was to be carried out for Toilet Block, Ticket Booth, Office Room, Pump House, Overhead Tank and



Podium. The Work Contract included AC Plant for Hall No.18 along with 3 Transformers and panel falling with the walls of AC plant room.

28. The Respondent No. 7 has explained that the scope of Work of Petitioner No.1 in Sale Order dated 18.12.2017 included only the *Sale of Building Material* like structure, plumbing, electrical from Hall No.18 along with Admin and 2 Nos. Annex. It never mentioned about any AC Plant of Hall No.18. Furthermore, had the intention of Respondent No.7 been to include the dismantling of AC Plant, then it would have been specifically mentioned so in the Sale Order of Petitioner No.1. This was specifically included in the Work Order of *M/s Green Life Infrastructure Development Corporation*. The Respondent No.7 has asserted that while in the Petition it has been sought to be portray that this work was given to Petitioner No.1, but it was not so.

29. As per the Sale Order dated 18.12.2017, Petitioner No.1 was to commence the demolition work from 01.01.2018 and to complete it by 31.01.2018. However, it failed to adhere to the terms of the Sales Order. The Notice dated 03.02.2018 was accordingly issued by Respondent No.7 regarding slow progress of work undertaken by Petitioner No.1 and the safety issues at the Project Site. The Petitioner No.1 despite Notice, failed to expedite the demolition work.

30. The Respondent No. 7 again issued Reminder Letter dated 23.03.2018 and also stated that if the work was no expedited, it would be compelled to stop all the work and forfeit the money deposited by Petitioner No.1. He instead of carrying out the necessary work, Petitioner tried to create undue pressure on Respondent No.7 by making various complaints to the Police. He also tried to create prejudice and confusion by getting Letters



from the Respondent No. 6 and 7 through RTI and wrongly started claiming that the scope of his work Order had been granted to *M/s Green Life Infrastructure Development Corporation*. The Respondent No.7 claimed that unnecessary hue and cry had been created by the Petitioner in respect of certain properties. The Petitioner failed to complete the other works apart from the Admin Block, which was within his scope of Work.

31. Admittedly, the parties eventually entered an amicable Settlement dated 28.03.2018 between Respondent No. 7 and Petitioner No.1. the main terms were:

- (i.) *the sale amount of Rs.6,02,54,237/- will be inclusive of GST and an additional benefit of Rs.1,08,00,000/- was also given to Petitioner No.1;*
- (ii.) *Respondent No.7 shall hand over the Admin Building and 2 Annexe excluding all loose and fixed furniture, displays etc to Petitioner No.1 on as is where is basis, whenever he get the possession from Respondent No.6 for demolition and sale of building materials;*
- (iii.) *that Sub-Station behind Hall No.14 would be handed over on as is where is basis whenever the possession is received by Respondent No.7;*
- (iv.) *AC Plant room from Hall No.18 was excluded. The complete dismantling of Hall No.18 latest by 31.03.2018 was agreed by Petitioner No.1 to be completed.*
- (v.) *the dismantling of Admin Building, 2 Annexe and Sub-Station in all respects was agreed to be*



completed within 30 days of handing over of the buildings; and

(vi) that Petitioner shall withdraw all the complaints.

32. This Settlement was acted upon by both the parties and the Petitioner was granted an amended Sale Order dated 28.03.2018. Moreover, the Petitioner also withdrew all his complaints to the Authorities on the basis of the Settlement.

33. However, the Respondent No. 7 has claimed that subsequently he again started raising hue and cry on the basis of the replies obtained from RTI from Respondent No. 5 and 6. The BSES Sub-Station behind Hall No.14 was yet to be handed over to NBCC by ITPO and till it was done, its possession could not be handed over to the Petitioner, which was duly informed to him.

34. The Respondent No.7 has claimed that it kept on pursuing the Petitioner for completion of work. However, Petitioner wrote email dated 18.08.2020 to Respondent No.7 wherein he refused to carry out the Work for demolition of BSES Sub-Station. The issues raised by Petitioner No.1 in his email are all civil in nature. If he has any grievance, he was at liberty to resort to arbitration as per the terms and conditions of Sale Order dated 18.12.2017. The Petitioner has intentionally suppressed various correspondences undertaken by the parties only to harass and extract money from Respondent No.7.

35. The Respondent No.7 has further admitted that pursuant to the complaints made in OBC Commission, meetings were held between the Petitioner and Respondent No. 6 and 7 during which the Petitioner sought



return of Rs.1.197 crore and an additional amount of Rs.11 lakhs as lump-sum for settlement of disputes. The Respondent No.7 had never agreed to any such Settlement, but had only agreed to discuss the proposal with higher Authorities as was conveyed *vide* email dated 29.12.2021 and 04.02.2022. However, this proposal was rejected *vide* email dated 13.04.2017 by the higher Authorities, who did not agree to make the proposed payments.

36. In the end, it is claimed that these are only civil disputes and no criminal action is warranted. Reliance has been placed on Indian Oil Corp. vs. NEPC India Ltd. & Ors. (2006) 6 SCC 736, wherein it was observed that on the prevalent impression that civil law remedies consume lot of time and do not adequately protect the interest of the lenders/creditors, the endeavour is to somehow entangle the party in criminal prosecution with a likelihood of imminent settlement.

37. It is asserted that there is no merit in the present Writ which is liable to be dismissed.

38. *Written Submissions have been filed on behalf of the Petitioner*, wherein the assertions made in the Writ have been re-asserted. It is further submitted that time and again on various dates, the Authorities were requested to conduct an inquiry and ultimately on 20.12.2022 Respondent No.7 admitted its liability, though no action has been taken till date.

39. After the ***Status Report dated 24.01.2024*** was submitted by Respondent No. 3 and 4 by the Commissioner of Police and SHO Police Station Tilak Marg. The scope of the Writ Petition was expanded to the prayers (A) and (B) which related to Union of India in regard to rampant corruption, who were expected to conduct an inquiry, but no Affidavit or response has been submitted on their behalf. The Government Authorities



are bound to act in accordance with law and when the matter is of public contract, they are amenable to Writ jurisdiction.

40. Reliance has been placed on Ram & Shyam Co. vs. State of Haryana (1985) 3 SCC 267. It is argued that the acts of irregularity/corruption is a public tort as held in the case of Shiv Sagar Tiwari vs. Union of India (1996) 6 SCC 599. The suitable action be directed to be taken against Respondent No.7 who is indulging in illegal and criminal activities.

41. The Petitioners have placed reliance on Yashwant Singh and Ors v. Central Bureau of Investigation (2020) 2 SCC 338; Superintendent of Police, CBI and Ors. V. Tapan Kumar Singh and Anr. (2023) 6 SCC 175; to aid their case, wherein complaint has been made on acts of corruption under Prevention of Corruption Act, 1988 and Indian Penal Code and investigation is directed. Reliance is also placed on State of Telangana v. Managipet Alias Mangipet Sarveshwar Reddy (2019) 19 SCC 87 wherein it was observed that information disclosing a cognizable offence to the satisfaction of the person recording the FIR is sufficient.

42. Further reliance is placed on Centre for Public Interest Litigation v. Union of India (2012) 3 SCC 1 wherein a prayer was made for constituting an independent Expert/Technical Committee to evaluate the harmful effects of soft drinks on human health specially the health of the children and it was held that the provisions of the FSS Act and PFA Act and the rules and regulations framed thereunder have to be interpreted and applied in the light of the Constitutional Principles. This is not applicable to the facts of the present case.

43. Reliance is placed on Bharat Petroleum Corpn. Ltd. v. Ramesh Chand Trivedi (2014) 16 SCC 799 wherein the allotment process for selection of



LPG distributorship by Union of India was ordered afresh on account of illegal selection process. Similarly, in B.K. Enterprises v. State of Manipur (2021) 16 SCC 389 it was held that it is impermissible to the award of contract by way of an interim arrangement.

44. ***The Respondent No.1/Union of India in its Written Submissions*** has taken a *preliminary objection* about the maintainability of the Writ Petition. It is submitted that the primary prayer made against Respondent No.3 and 4 is for registration of FIR which is not maintainable in the light of settled proposition of law that when efficacious remedy is available under the Statute, Writ Jurisdiction under Article 226 cannot be invoked. Reliance has been placed on M. Subramaniam vs. S. Janaki (2020) 16 SCC 728, the appropriate remedy for the Petitioner was to move a petition under Section 175(3) of BNSS (which is Section 156(3) of erstwhile Cr.P.C).

45. Reliance has also been placed on Sakiri Vasu vs. State of U.P. (2008) 2 SCC 409, wherein it was observed that if a person has a grievance in regard to non-registration of FIR under Section 154 Cr.P.C., the party has an option to approach the Magistrate under Section 156(3) Cr.P.C. Similar has been the observations made by the Apex Court in the case of Sudhir Bhaskar Rao Tambe vs. Hemant Yashwant Dhage (2016) 6 SCC 277 and Waseem Haider vs. State of U.P. 2020 SCC OnLine All 1866, in Lalit Raj vs. Union of India (2022) 1 HCC (Del) 697 after discussing all the aforesaid judgments, it has been observed that the power to issue Writ has its own well defined limitations imposed by the High Court, one of which is alternate efficacious remedy. The extra-ordinary Writ jurisdiction under Article 226 of Constitution of India must not be ordinarily invoked as a matter of routine, where efficacious remedy is available to the Petitioner.



46. It is, therefore, submitted that since the Petitioner has failed to exhaust the alternate statutory remedy available to it, the Writ jurisdiction under Article 226 cannot be invoked.

47. *The Respondent No.7 in its Written Submissions* has reiterated the assertions as stated in the Reply. He has further relied upon *Skipper Beverages Pvt. Ltd. vs. State* [2001 (59) DRJ 129] and *Alok Kumar vs. Harsh Mander and Anr.* (2023) SCC OnLine Del 4213 to also argue that the Petitioner without resorting to 156(3) Cr.P.C. for registration of FIR, could not have approached this Court under the Writ jurisdiction. It is further argued that from the averments and the allegations made by the Petitioner, no breach of any terms of the Work Order has been made out. The allegations made in the petition are essentially in the civil domain for which he had an alternate remedy of invoking arbitration.

48. **Submissions heard.**

49. Essentially, the case of the Petitioner is that it had entered into Work Contracts with Respondent No.4, wherein certain defined works had been assigned to Respondent No.7 under Work Order dated 18.12.2017 which was amended on 28.03.2018. The Petitioner was aggrieved by the terms of the Work Order as according to him certain Work Orders were awarded to him even though those facilitation buildings had not been handed over by Respondent No. 5 and 6 till the date of entering into the Work Contracts to the Respondent No.7.

50. The *second main grievance* is that some of the Work Contract awarded to the Petitioner was also subsequently awarded to M/s Green Life Infrastructure Development Corporation, *vide* Work Order dated 20.01.2018.



51. His grievances essentially are in regard to the Work Orders awarded to him for the purpose of renovation work to be carried out in the Halls of Pragati Maidan. The Respondent No.7 has explained in detail that there was neither any discrepancy nor double allotment of any work to two Agencies. It has in detail as already discussed above, stated that the Work Orders awarded to the Petitioner was in respect of *Building Material*, while the demolition and the removal had been given to the second Agency.

52. Admittedly, the parties entered into a Settlement dated 28.03.2018. The grievance of the Petitioner that the Agreement has not been implemented.

53. The narration of the events clearly reflect that these are the disputes arising out of civil contracts. The Petitioner has tried to justify filing of the Writ Petition on the ground that it was the project of the Union of India undertaken by ITPO, for renovation of the Halls in Pragati Maidan for holding Trade Fairs and the Exhibitions.

54. It has been rightly agitated on behalf of the Respondent that these are the civil disputes involving mixed question of fact and law and cannot be a subject matter of the Writ Petition. Moreover, merely because it was a project undertaken by Union of India, would not make it a subject matter of Writ, essentially because the dispute is between Respondent No.7 and Petitioner with no involvement of the Union of India.

55. The *third set of grievances* of the Petitioner is that he has been cheated and fraud has been committed against him for which he has made various complaints to the Police, despite which no action has been taken. The Respondents have rightly referred to the judgments of M. Subramaniam (supra) and Sakiri Vasu (supra), wherein it has been held that where the



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Police fails to register FIR under Section 154 Cr.P.C., the aggrieved person has a right to move an Application under Section 156(3) Cr.P.C. (now 175(3) of BNSS). The grievance in regard to non-registration of FIR can be agitated by the Petitioner before the Criminal Court of competent jurisdiction. The Petitioner having failed to resort to the appropriate machinery, cannot come directly seeking directions from the Court under the Writ jurisdiction.

56. The *fourth aspect* agitated in the petition is that there has been large scale corruption indulged by Respondent No.7 in connivance with Respondent No.1, 5 and 6 for development work of Pragati Maidan, New Delhi. However, there are no details of any kind of alleged illegal corruption which have been brought forth in the contents of the Petition. Rather, it is the personal dispute of the Petitioner, to which he has tried to give the colour of public wrong.

57. There is no merit in the present Writ Petition, which is hereby dismissed along with pending Applications.

(NEENA BANSAL KRISHNA)
JUDGE

NOVEMBER 28, 2024
Va