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IN THE HIGH COURT OF DELHI AT NEW DELHI

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CRL.M.C. 2228/2023, CRL.M.A. 8437/2023 and
CRL.M.A. 29660/2023

BINOD PRASAD JAISWAL AND ANRPetitioners

Through: Mr. Vishwendra Verma, Ms. Shivali,
Ms. Riya Kumari and Mr. Archit
Verma, Advocates.

versus

STATE AND ANR

.....Respondents

Through: Mr. Laksh Khanna, APP for State
with SI Mukesh Kumar PS DIU/West
District, Delhi.
Mr. Punit Mittal, Sr. Advocate with
Mr. A.N. Aggarwal, Ms. Nupur
Sachdeva, Ms. Hem Lata Garg and
Ms. Meenakshi Yadav, Advocates for
complainant.

CORAM:

HON'BLE MR. JUSTICE MANOJ KUMAR OHRI

ORDER

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04.09.2024

1. The present petition has been filed seeking quashing of FIR No.113/2023 registered under Sections 406/420/34 IPC at P.S. Vikaspuri, Delhi.
2. Learned counsel for the petitioners contends that the dispute between the parties relates to the sale of *Plot No. 5C, Street No.11, Sector 7B, Reliance MET Industrial Park, Jhajjar, Haryana*. As per the Agreement to Sell dated 04.02.2022, the Sale Deed was to be executed on 30.05.2022. Learned counsel submits that on 30.05.2022, while the petitioner No.1 was present for the execution of the Sale Deed at the office of the Sub-Registrar,



Badli, Haryana, the complainant failed to appear. In this regard, an affidavit sworn on 30.05.2022 has also been placed on record. Besides the above, it is also contended that the proceedings are civil in nature and that the complainant has also preferred a civil suit for specific performance in alternative, for recovery of money alongwith permanent and mandatory injunction. Lastly, it is submitted that the present FIR is a counterblast to the FIR registered against the complainant at the behest of the present petitioners.

3. The petition is resisted by learned APP for the State as well as learned Senior Counsel for the complainant/respondent No.2. It is informed that the matter is still pending at the stage of investigation. While in the petition as well as the bail application, the petitioner No.1 had denied his handwriting and signature on the *bayana* receipt and claimed it to be forged, the said document was sent to FSL and it has been opined in the FSL Report that the signatures as well as the handwriting on the said documents belonged to the petitioner No.1. The complainant has alleged that he was made to part with a sum of Rs.2,66,37,000/- in spite of the fact that the petitioners were not even the owners of the aforesaid property on the date of execution of the *bayana* receipt as well as the Agreement to Sell. Learned APP further submits that a reading of the Agreement to Sell would show that the same contains the recital to the extent that the petitioners are the exclusive owners and that there is no impediment or charge on the said land. It is also submitted that the petitioners have claimed that it was the complainant who did not turn up before the Sub-Registrar, Badli, Haryana, on the date fixed for execution of the Sale Deed, i.e., on 30.05.2022 and in this regard, have placed on record an application and a sworn affidavit of the same date, however, an enquiry



was conducted in which it was found that the stamp paper on which the said affidavit was sworn was purchased 5 days earlier i.e., on 25.05.2022. Further, the Investigating Officer has recorded the statements of the typist as well as the Tehsildar, both of whom have denied typing or attesting the aforementioned application and affidavit on 30.05.2022. Rather, they both have stated that the said affidavit and application were typed and attested in January, 2023.

4. From the above, it appears that the petitioners have not approached the Court with clean hands. Even otherwise, on a *prima facie* appreciation of the facts, no case is made out for quashing of the present FIR, which is at the stage of investigation. As a necessary sequitur, the present petition is dismissed alongwith the pending applications.

MANOJ KUMAR OHRI, J

SEPTEMBER 4, 2024

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