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\* IN THE HIGH COURT OF DELHI AT NEW DELHI

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*Date of Decision: 09.04.2024*

+ CRL.M.C. 2013/2024

M/S BPTP LTD. & ANR.

..... Petitioners

Through: Mr. Manish Sharma and Ms. Adya Rao, Advs.  
Mr. Bidit Deka, A.R.  
Petitioner No. 2 Kabul Chawla,  
Managing Director.

versus

STATE OF NCT OF DELHI & ANR.

..... Respondents

Through: Ms. Kiran Bairwa, APP for State with  
SI Karan Singh, PS Connaught Place.  
Mr. Anurag Sahay, Adv. for R-2 with  
R-2 in person.

**CORAM:**

**HON'BLE MR. JUSTICE ANOOP KUMAR MENDIRATTA**

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**J U D G M E N T**

**ANOOP KUMAR MENDIRATTA, J (ORAL)**

1. Petition under Section 482 of the Code of Criminal Procedure, 1973 ('Cr.P.C.') has been preferred on behalf of the petitioners for quashing of FIR No.0137/2016 under Section 420 IPC registered at P.S.: Connaught Place, New Delhi and the proceedings emanating therefrom including complaint case '*State vs. Cancellation*' (CC No. 7072/2017), pending before the learned MM-01, Patiala House Courts, New Delhi and summoning order dated 09.01.2023.

2. In brief, complainant/respondent No.2 applied for a residential plot in Parklands (project of BPTP Ltd./respondent No.1) at Faridabad, Haryana in



respect of which a complaint was preferred under Section 12 of the Consumer Protection Act, 1986, before the State Consumer Disputes Redressal Commission, Delhi since respondent No.2 was offered a plot of 302 sq. mtrs. instead of 350 sq. mtrs., contrary to agreed terms between the parties. On 10.10.2011, a settlement was entered between petitioner No.1 and respondent No.2 wherein an alternate plot of 335 sq. yards was proposed in place of earlier plot against payment of Rs.22,23,640/- by respondent No.2/complainant. However, certain further issues cropped regarding identification of plot and maintenance and service agreement due to which the issue remained unsettled and petitioner failed to honour the obligations.

3. In the aforesaid background, a complaint case along with an application under Section 156(3) Cr.P.C. was preferred by respondent No.2/complainant but the prayer for registration of FIR under Section 156(3) Cr.P.C. was declined by the learned MM vide order dated 20.11.2014. However, the order was set aside in CRL.REV.16/2015 preferred by complainant/respondent No. 2 and FIR No. 0137/2016 was registered on 17.04.2016 at PS Connaught Place under Section 420 IPC, in compliance of order dated 07.04.2016 passed by learned Special Judge, PC Act.

4. Learned counsel for petitioners submits that since the dispute is civil in nature and pertains to the allotment of plot, which has been settled in terms of settlement dated 08.03.2024, the continuation of proceedings, is an abuse of process of court. It is pointed out that the present FIR was registered pursuant to the directions issued by the learned ASJ with reference to application under Section 156(3) Cr.P.C. and thereafter, on investigation, a closure report was even filed by the investigating agency. However, in response to protest petition preferred on behalf of respondent No. 2, the



closure report was not accepted and summons were issued to the petitioners herein under Section 420 IPC vide order dated 09.01.2023.

5. Learned APP for the State submits that in view of amicable settlement between the parties, the State has no objection in case the FIR in question is quashed.

6. The grievance of the complainant/respondent No.2 relates to allotment of a residential plot at Parklands (project of BPTP Ltd.) at Faridabad, Haryana. The dispute has been settled between the parties in terms of settlement dated 08.03.2024 whereby the petitioners have agreed to pay an amount of Rs.2,35,00,000/- (Rupees Two Crore Thirty Five Lacs Only) to respondent No.2, out of which an amount of Rs.1,00,00,000/- (One Crore Only) has already been paid to respondent No.2. Balance amount of Rs.1,35,00,000/- (One Crore Thirty Five Lakhs Only) has been paid to respondent No.2 today through DD No.054432 dated 07.03.2024 drawn on IndusInd Bank, NOIDA Branch in favour of respondent No.2, towards full and final settlement between the parties.

7. Mr. Bidit Deka, Authorized Representative of petitioner No.1 in-person along with petitioner No.2 Mr. Kabul Chawla, Managing Director of petitioner No.1 (through VC) and respondent No.2 in-person, have been identified by SI Karan Singh P.S.: Connaught Place, New Delhi. I have interacted with the parties and they confirm that the matter has been amicably settled between them without any threat, pressure or coercion. Respondent No.2 also states that nothing remains to be further adjudicated upon between the parties and he has no objection in case the FIR in question is quashed.



8. Petitioners in the present case seek to invoke the powers under Section 482 of the Code of Criminal Procedure. The same is to be used to secure the ends of justice or to prevent the abuse of process of any Court. In which cases, the power to quash the criminal proceedings or the complaint or FIR may be used when the offender as well as victim have settled their dispute, would depend upon the facts and circumstances of each case and no generalised list or categories can be prescribed. However, the Court is required to give due regard to the nature and gravity of the offence and consider the impact on the society.

9. It is well settled that mere breach of contract cannot give rise to criminal prosecution for cheating unless fraudulent or dishonest intention exists. In case of cheating, apart from making a false representation, it is necessary that representation was false to the knowledge of the accused and was made in order to deceive the complainant. Whether the person has an intention to cheat at the time of making representation, may be gathered on the basis of his subsequent conduct as well as acts and omissions made by accused. It also needs to be seen, if there was an effort on the part of the accused to perform his promise.

10. In the present case, petitioners had to ensure proper approvals and sanctions prior to allotment of plots in accordance with law. Status report predominantly reflects that the petitioners did intend to fulfill the promise but there appear to be some gaps in giving plots of the assured size, which led to complication of the dispute. In the facts and circumstance, it cannot be conclusively said if the petitioners had a dishonest intention right from the inception. Since the matter has been amicably settled with respondent No.2 after paying him a sum of Rs.2,35,000/-, no purpose would be served by



keeping the proceedings pending. The conduct of trial in view of settlement between the parties may be a futile exercise, as the prosecution may not ultimately succeed or achieve any purpose.

Keeping in view the totality of the facts and circumstances of the case and in the interest of justice, FIR No.0137/2016 under Section 420 IPC registered at P.S.: Connaught Place, New Delhi and the proceedings emanating therefrom including complaint case '*State vs. Cancellation* (CC No. 7072/2017)' pending before the learned MM-01, Patiala House Courts, New Delhi along with summoning order dated 09.01.2023, stand quashed.

Petition is accordingly disposed of. Pending applications, if any, also stand disposed of.

A copy of this order be forwarded to the learned Trial Court (Yashdeep Chahal, learned MM-01, New Delhi District, Patiala House Courts, New Delhi) for information.

**ANOOP KUMAR MENDIRATTA, J.**

**APRIL 09, 2024/akc**