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

% ***Date of decision: 5th August, 2024***

\+ **W.P.(CRL) 2809/2023**

SALEEM PARVEZ & ORS. .....Petitioners

Through: Mr. Ranbir Singh Kundu, Mr. Rajeev Sirohi and Mr. Puneet Narula, Advocates for P1 & P2.

versus

STATE & ANR. .....Respondents

Through: Mr. Sanjeev Bhandari, Ld. ASC for State with Insp. Raj Kumar P.S. Jagat Puri and Insp. Jitendra Singh P.S. G.K I.
Mr. Amjad Khan, Advocate for R-2.

CORAM:
HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

JUDGMENT ***(oral)***

1. A Writ Petition under Article 226 of Constitution of India read with Section 482 Cr.P.C. has been filed on behalf of the petitioners for quashing of FIR No.329/2022 under Section 420/468/471 IPC Police Station Jagatpuri and the proceedings arising therefrom, in view of the settlement arrived at between the parties.

2. It is submitted that respondent No.2 had lodged the aforementioned FIR under Section 420/468/471 IPC for committing offences of breach of trust, cheating, forgery by hatching a preplanned conspiracy for causing wrongful loss to the complainant and wrongful gain to the petitioners i.e.

Saleem Parvez, Shazia and Mr. Manpreet and Mr. Santosh, officials of M/s Hinduja Leyland Finance Ltd.

3. According to the complainant, petitioner No.1 and 2 created and forged documents to take loan against respondent No.2's property bearing No. F-11, Gali No.10, Jagatpuri, Delhi. Further, petitioner No.1 in connivance with petitioner No.3 and 4, executed a forged Gift Deed and fake identities of the persons were made by the petitioners, who impersonated as respondent No.2 and her deceased husband before Sub-Registrar, Preet Vihar to get the forged Gift Deed registered. Against this property, the petitioners managed to take the loan from M/s Hinduja Leyland Finance Ltd. against this property, of which respondent No.2 and her deceased husband i.e. the parents of petitioner no.1, are the actual absolute owners.

4. The petitioners and respondent No.2 have amicably settled all their disputes and Settlement Offer - Acceptance dated 14.09.2023 was executed by Saleem Parvez and Shazia, viz. Petitioner No.1&2 with M/s Hinduja Leyland Finance Ltd. The petitioners have agreed to pay a sum of Rs.70,00,000/- against full and final closure of the loan amount. The respondent No.2 has also signed a Declaration-cum-Undertaking dated 14.09.2023 stating that all her disputes with petitioner No.1 and 2 have been settled and undertook to co-operate in the quashing of the petition to be filed by the petitioners.

5. Now with the intervention of the well wishers and friends, the petitioners and respondent No.2 have also executed a Compromise Deed dated 22.09.2023, wherein respondent No.2 has agreed for quashing of the FIR and have undertaken to perform their respective part of obligation as per

Settlement cum Acceptance and Declaration dated 14.09.2023. Hence, the present petition has been field for quashing of FIR and all the proceedings emanated therefrom.

6. **The Status Report** has been filed on behalf of the State, wherein it is submitted that during the investigations, the Gift Deed was verified and the certified copy of the Loan Agreement against the property in question was collected from M/s Hinduja Leyland Finance Ltd. The original documents, however, have not been handed over by the Finance Company despite services of four Notices. A Kalandra under Section 175 IPC has been issued against the NBFC. It is further submitted that the search of petitioner No.1 was made at his known address in Jagatpuri, Delhi and Mohalla Luhari, P.S. Nagina District Bijnor, U.P, but he has been found absconding and has not joined investigations. Non-Bailable Warrants have thus, been issued against him.

7. The petitioner No.1 and 2 had filed a Bail Application before the learned ASJ, Delhi, wherein they were directed to join and co-operate during the investigations with directions not to take coercive action against him. The petitioner No.2 has shifted all his responsibilities and allegations towards her husband Saleem Parvez i.e. petitioner No.1. The Petitioner No.1 has not disclosed the impersonator and the source of forged documents, though the amount of loan against the property has been credited in his account.

8. The Report in regard to non-cooperation of petitioner No.1 has already been submitted before the learned ASJ. *Vide Order dated 30.10.2023, learned ASJ has granted bail to the accused by observing that the copy of the Order dated 25.10.2023 passed in the Civil Suit has been*

filed, according to which Consent Decree has been passed in favour of the plaintiff Firdos Jahan i.e. complainant of the present case declaring the Gift Deed to be null and void.

9. It is further submitted that the complainant is the mother of petitioner No.1. Both the parties agreed in the Civil Suit for cancellation of the Gift Deed. However, the issue of the impersonation by the petitioner has not been considered by the Civil Court. The offence of forgery as committed, is a serious offence and the source of forgery or of impersonation has not been disclosed; therefore, the Compromise is opposed.

10. Learned counsel on behalf of respondent No.1 has placed reliance upon the judgment of *State of Maharashtra through CBI vs. Vikram Anantrai Doshi & Ors.* ((2014) 15 SCC 29), to contend that where there is defrauding of the Bank, the Compromise must not be permitted.

11. Submissions heard.

12. This is a case essentially registered on the complaint of the mother against the petitioners who are none other than her own son and daughter-in-law, on the allegations that they forged a Gift Deed and got it registered by impersonation and thereafter, mortgaged the property to secure a loan.

13. In so far as the Gift Deed is concerned, with the consent of both the parties it has already been declared null and void in the Civil Court. As far as the loan amount is concerned, the same has also been settled inter-se the petitioners and respondent No.2.

14. In so far as the role of M/s Hinduja Leyland Finance Ltd. is concerned, it had simply given a loan to the petitioners against the Gift Deed mortgaged by the petitioners. There was no role of the Finance Company except that of giving a loan to the petitioner. The loan aspect also has been

settled by the petitioners with respondent No.2, the complainant who is the mother of respondent No.1. The Respondent No.2 has endorsed that they have voluntarily settled all the disputes. It is pertinent to note that it was a dispute inter-se the family members and no fruitful purpose would be served by letting the litigation continued.

15. In so far as the objection about the defrauding of the bank is concerned and the judgment of *State of Maharashtra through CBI vs. Vikram Anantrai Doshi & Ors*. (Supra) relied upon by the State is concerned, it is pertinent to observe that M/s Hinduja Leyland Finance Ltd. was an NBFC. The said judgment is in the context of the nationalized bank, wherein the involvement was of taking sanction for various credit facilities from the bank resulting in taking money and from the banks and creating financial frauds. In that context it was observed that the Investigating Agency vividly exposes physical impurity and a financial fraud. The *modus operendi* in the said case, revealed a social wrong which has a social impact and the accepted principle of handling of finance is that whenever there is manipulation and cleverly conceived contrivers to avail the kinds of benefit, it cannot be regarded as a case having dominantly and overwhelmingly civil character. The crime of this nature would definitely fall in the category of offences which travel far ahead of personal and private wrong.

16. The facts in the present case are distinguishable as no fraud was committed on the bank except that a loan on the basis of a forged document, had been taken but that also has been secured and settled. It was essentially a wrong committed by the Petitioner No.1 towards his mother but now that wrong stands settled. In the circumstances, the judgment which essentially deals with the bank frauds wherein the public money is misused or

manipulated, is not applicable to the facts in the present case.

17. Considering that essentially it was a dispute between the mother and son, which they have amicably settled, it would be in the interest of justice to quash the FIR to maintain peace and harmony in the family. The FIR and all the proceedings emanating therefrom is, therefore quashed.

18. The Petition is hereby disposed of.

(NEENA BANSAL KRISHNA)
JUDGE

AUGUST 5, 2024
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