



2025:DHC:9449



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

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Reserved on: 07th August, 2025
Pronounced on: 29th October, 2025

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CRL.M.C. 1086/2021, CRL.M.A. 5565/2021

K.K.TALWAR

S/o Late Sh.C.L. Talwar,

R/o B-19, Naraina Vihar, New Delhi

.....Petitioner

Through: Mr. Prabhjit Jauhar and Ms. Anumpa
Kaul, Advocates.

versus

1. **STATE OF NCT OF DELHI**

Through Standing Counsel,
SHO, PS Inder Puri,

2. **SHRI PRINCE MALIK,**

S/o Sh.A.S. Malik,
R/o F-40, Kirti Nagar

3. **SATBIR SINGH CHAUDHARY**

S/o Sh. Bharat Singh,
R/o H.No.WZ 122,
Village Dasghara

4. **SH. ASHOK KUMAR**

S/o Sh. Amar Singh,
R/o H.No. WZ-81,
Village Todapur,

5. **SH. RAJ PAL**

S/o Sh. Amar Singh,
R/o H.No. WZ-81,
Village Todapur,

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6. **SH. MAHINDER SINGH**
S/o Sh. Avtar Singh,
R/o H.No. 8A/16, WEA,
Karol Bagh, New Delhi.
7. **SARDAR HARJIT GAMBHIR**
S/o Sh. A vtar Singh
R/o H.N0.9A/74, WEA,
Karol Bagh, New Delhi.
8. **SH. MAARU RAM**
S/o Sh. Dhani Ram
R/o H.No. WZ-76B,
Village Dasghara, New Delhi

.....Respondents

Through: Mr. Shoaib Haider, APP for the State.
Mr. Devraj Singh, Advocate for R-2.
Mr Manjeet Kapil, Advocate for R-3.
Mr. Subhash Chandra Sagar,
Advocate for R-5.
Mr. Rajiv Khosla, Ms. Apoorva
Khosla and Ms. Anwesha Borah,
Advocates Respondent Nos.6 & 7.
Mr. Rijul Taneja, Mr. Prabhat Gandhi
and Ms. Heena Narula, Advocates for
R-8.

CORAM:
HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

J U D G M E N T

NEENA BANSAL KRISHNA, J.

1. Petition under Section 482 of the Code of Criminal Procedure, 1973 has been filed on behalf of the Petitioner seeking quashing of FIR No. 197/2007 registered under Sections 420/120B IPC and other Sections at P.S.



Inderpuri and subsequent proceedings emanating therefrom.

2. The *brief facts* are that the Petitioner had purchased property bearing No. WZ-89 admeasuring 800 sq. yards situated in Village Todapur, from Mahender Singh and Harjit Gambhir for a sale consideration of Rs.2 lacs *vide* Agreement to Sell, two Wills, one of Mahender Singh and another of Harjit Gambhir, and registered Power of Attorney on 05.06.2003, and had paid full sale consideration. He received the vacant possession of the property from the owners, who were in possession at the time of execution of the Agreement to Sell, two Wills, one by Mahender Singh and another by Harjit Gambhir.

3. After purchase of property, the Petitioner bifurcated it into two different portions and gave them private numbers as WZ-89 and WZ-89A. The portion of WZ-89A which had an area of 364.14 sq. yards, was kept vacant by the Petitioner. Prince Malik/Respondent No. 2 along with Satbir Chaudhary, approached the Applicant in October-November, 2006 for purchasing the said portion of the property.

4. The Petitioner agreed to sell this property for a total consideration of Rs.7,28,360/-. After acquiring the property, the Respondent No. 2 raised construction, but without obtaining any sanction plan. During the drive against illegal and unauthorized construction, the construction so raised was demolished by the concerned authority and the property was sealed. In view of the demolition and sealing done by DDA, the Respondent No. 2 filed a Complaint in P.S. Inderpuri, which resulted in registration of present FIR.

5. The Petitioner was arrested, but the Petitioner and Respondent No. 2 with the intervention of common friends entered into a Memorandum of Settlement dated 25.07.2007 under which the sum of Rs.7,28,360/- was



returned to Respondent No. 2 in full and final settlement of all the claims with regard to the property in question. It was specifically mentioned that the entire sale consideration has been received by Respondent No. 2. It was further agreed under the Memorandum of Settlement that the parties would get the present FIR quashed.

6. This Memorandum of Settlement was filed before the Court of Ld. ASJ in the Bail Petition wherein the factum of Settlement was duly recorded and the terms and conditions of the Memorandum of Settlement were also taken on record. The Respondent No.2 admitted signing the Memorandum of Settlement. Considering these facts, the Petitioner was granted Regular Bail.

7. Pursuant thereto, the Petitioner moved Crl. M.C. No. 2804/2007 seeking quashing of the present FIR in terms of the Memorandum of Settlement. However, *vide* Order dated 05.02.2009, the FIR was not quashed as the Investigating Agency submitted that they were doing further investigation and it may entail filing of Supplementary Chargesheet. The Petitioner reserved his right to approach the Court at the appropriate stage.

8. Thereafter, Chargesheet dated 12.03.2009 and a Supplementary Chargesheet dated 20.10.2015 were filed in the Trial Court against the Accused persons. While framing charges against the Accused persons, the Petitioner was exonerated from the charges of forgery and *charges were framed only of cheating against him, vide Order dated 10.02.2020.*

9. It is submitted that since the entire amount of Settlement stands duly paid to the Respondent No. 2/Complainant and offence of cheating cannot be attributed to the Petitioner; rather the cheating is attributable to Respondent No. 2, who despite the Settlement, has not cooperated in



quashing of FIR.

10. The quashing of the FIR is sought on the *ground* that no offence of forgery was established against the Petitioner as the charge of cheating alone has been framed against him. However, this act of cheating is also not attributable to the Petitioner in terms of the Settlement Deed dated 25.07.2007 wherein the entire amount has been received by the Complainant.

11. The continuation of the proceedings in the FIR is nothing but an abuse of the process of law. The Respondent No. 2 despite having received the entire amount, chose not to give his consent for quashing of the FIR. The earlier Petition Crl.M.C. No. 2804/2007, was withdrawn by the Petitioner with liberty to approach the Court in future.

12. The Petitioner has placed reliance on Mohd. Shamim & Ors. v. Nahid Begum 2005 (3) SCC 302 and Ruchi Aggarwal v. Amit Kumar Aggarwal 2005 (3) SCC 299 in support of his submission. He also relied upon Sanjeev Nagpal & Ors. v. State, 147 (2008) DL T 498; Anupam Sharma v. NCT of Delhi, 146 (2008) DLT 497]; Jaibir & Ors. Vs. State & Anr., 142 (2007) DLT 141.

13. It is further submitted that the Sale Deed dated 06.12.2006 was duly executed in favour of Respondent No. 2. No intention of cheating is made out against the Petitioner, who was a *bona fide* purchaser and had the property with him for more than 03 years.

14. It is pertinent to note that the DDA has not filed any Complaint against the Petitioner of any fraud having been played by him. He is not liable for the offence of cheating for which reliance is placed on Ravinder Nath Sondhi v. State of NCT, MANU/DB/9050/07 wherein the FIR was



quashed as no proceedings had been initiated by the Land & Development Authority against the Accused for having filed a false Affidavit in view of the Settlement between the parties.

15. Further reliance is placed on Rajat Gupta v. Rupali Gupta II (2018) DMC 376 (DB) (DEL) and Rajiv Grover and Anr. v. State and Anr.

16. It is submitted that there is no limit to the exercise of powers under Section 482 Cr.P.C. which must be exercised depending upon the facts and circumstances of the case and also by considering that the purpose is to prevent abuse of process of the Court or otherwise, to secure the ends of justice as has been held by the Supreme Court in B.S. Joshi v. State of Haryana, (2003) 4 SCC 675.

17. It is further submitted that the Petitioner was a *bona fide* purchaser who had purchased the property in good faith from the erstwhile owners and had made payment through Demand Draft in the year 2003. It is not a case of preparation of false documents or of forgery. After the documents were executed between the Complainant and the Petitioner, more specific details of the property i.e. Khasra No. 434 situated in the original Lal Dora Abadi (1908-09) of Village Todapur, New Delhi came to the knowledge of the Petitioner subsequently from the revenue records, which were added.

18. It is further submitted that there is no element of any dishonest inducement by the Petitioner. It was essentially a civil dispute, which had been amicably resolved and there is no impediment to the quashing of the FIR. Reliance is placed on Mahesh Chand Gupta v. State, 2005 (122) DLT 420; G. Udayan Dravid & Ors. v. State 2007 1 AD (Delhi) 376; Sanjay Goel v. State 2006 (2) JCC 1127, Bhim Sen v. State of NCT, 2005 (120) DLT 114;



Yograj Arora v. State, 2002 (2) JCC 1103; Harnam Kaur v. State 2002 (1) JCC 49.

19. A prayer is, therefore, made that the FIR may be quashed.

20. The **Status Report** has been filed on behalf of the State wherein the facts and investigation carried out under the FIR leading to registration of FIR, has been detailed. It is submitted that the Complainant and the Petitioner No. 1 had entered into an Agreement for purchase of the property and it was agreed that the sale consideration shall be paid before the Sub-Registrar at the time of execution of the Sale Deed. It is asserted that four persons, namely, K.K. Talwar, Vivek Talwar, Maaru Ram and Satbir Chaudhary, conspired with each other and despite knowing that the land belongs to DDA, they asked the Complainant to get a bank Pay Order made for the sale consideration amount and took the sum of Rs.58,300/- for purchase of Stamp Paper.

21. On 06.12.2006, the Complainant was asked by all the four culprits to bring the sale consideration to the office of the Sub-Registrar, Kapashera where the Sale Deed was to be executed. The Sale Deed was duly executed and the sale consideration was paid. The Petitioner K.K. Talwar clearly mentioned in the Sale Deed that he was the sole and absolute owner of plot No. WZ-89A and also stated that the property stands mutated in his name in the records of concerned authorities and he has the full and absolute right to sell the property.

22. It is submitted that since the property falls within *Lal Dora* area, the Complainant intimated MCD authorities regarding proposed construction and started the construction in accordance with the Building Bylaws. However, on 25.05.2007, some officials of DDA visited the plot and



informed the Complainant that the construction so raised, is liable to be demolished. The Complainant showed the copy of the registered Sale Deed, to the officials. The Complainant on further inquiry found that the land belongs to Southern Ridge area and DDA is its owner.

23. The Complainant confronted the four Accused about the information conveyed to him by DDA officials that the land belongs to DDA, on which they brushed him off by asserting that they have already sold the property further.

24. The Complainant further stated that he had incurred Rs. 45 lacs upon the construction on the plot, which has been demolished by the DDA. The four culprits hatched a criminal conspiracy to cheat the Complainant and play a fraud in a well-planned manner. On his Complaint, the FIR was registered against the four aforementioned Accused.

25. Further inquiry revealed that the Sale Deed dated 06.12.2006 was executed by the Petitioner K.K. Talwar in favour of the Complainant Prince Malik in respect of the property in question, which was duly registered. DDA had demolished the construction raised by the Complainant and the physical possession was redeemed on 27.06.2007. The Complainant was informed *vide* Letter dated 16.06.2007 that the land belongs to the Government.

26. During investigations, the Accused/K.K. Talwar and Satbir Chaudhary were arrested on 21.07.2007 and 22.07.2007, respectively. Both the parties, i.e. KK Talwar and the Complainant entered into a Memorandum of Settlement dated on 25.07.2007 which was presented before the learned Sessions Judge, who admitted the Petitioner to Bail.



27. It is submitted that on completion of the investigation, the Chargesheet was filed in the court. The charges under ***Sections 420/120B IPC have been framed against the Applicant and all other Accused persons.***

28. The present case is at the stage of trial and the Complainant was under cross-examination and was listed further for 26.07.2020.

Submissions heard and record perused.

29. The facts involved are simple. The property bearing No.WZ-89 was originally owned by Amar Singh who is now represented by Ashok Kumar and Rajpal, Respondent No.4 and 5. The property was eventually purchased by Mahender Singh and Shri Harji Ghambir Respondent No.6 and 7. The Petitioner purchased the Property from Respondent No.6 and 7 and thereafter divided the property into two parts and gave private No.WZ-89 and WZ-89A, the latter having an area of 364.14 sq. yards.

30. He got introduced to Prince Malik/Respondent No.2 through Satbir Singh Chaudhary and Maru Ram Respondent No.3 and 8, and a sale transaction took place on 06.12.2006 whereby Prince Malik purchased the Plot No.WZ89-A from the Petitioner for a sale consideration of Rs.7,28,360/-. Thereafter, when he started raising construction on the said Plot, the concerned authorities demolished the construction and it came to his knowledge that the property in fact, belonged to DDA. In these circumstances, he lodged a Complaint against K.K. Talwar and others, but while the Bail Application of the Petitioner K.K. Talwar was pending, he and Respondent No.2 Prince Malik/Complainant entered into a *Memorandum of Settlement dated 25.07.2007* under which the Petitioner returned the entire sale consideration of Rs.7,28,360/- to the Respondent



No.2, who in turn agreed for the grant of Bail and for quashing of the present FIR.

31. The earlier Writ Petition No.Crl.M.C.2804/2007 for quashing of the FIR had to be withdrawn by the Petitioner as the I.O stated that further investigations are still ongoing. However, thereafter the Chargesheet has been filed. The Learned M.M. on the basis of the allegations contained in the Chargesheet, held that no offence of forgery was made out and the ***Charges have been framed for the offence of cheating under Section 420 and 120B IPC.***

32. From the above narration of facts, it is evident that the Petitioner K.K. Talwar had purchased the property vide Agreement to Sell, etc. dated 05.06.2003 from Respondent No.6 and 7, after paying full consideration for which the documents were duly executed. *First and foremost*, there is nothing to show that he had any idea of the property belonging to DDA. He himself had *bona fide* purchased the property on 05.06.2003 through Agreement to Sell, etc, after payment of sale consideration of Rs.2,00,000/-. Secondly, his bona fide is also evident from the fact that he, having acquired the property on execution of valid documents and payment of consideration, further executed the Sale Deed dated 06.12.2006 in favour of Respondent No.2 on receiving the sale consideration of Rs.7,28,360/-, and indisputably the possession of the same was also handed over to Respondent No.2. Subsequently, it may have been found that the property in fact belonged to DDA, but there is not element of *dishonesty or fraudulent act* on the part of the Petitioner and no offence under S.420 IPC is disclosed.

33. Thirdly, the parties had voluntarily arrived at a Memorandum of Settlement dated 25.07.2007 whereby the Petitioner had returned the entire



sale consideration amount to Respondent No.2. This Settlement was also presented before learned Sessions Judge, who had granted the Bail to the Petitioner because of the Settlement. There is nothing on record to show that this Memorandum of Settlement was entered by Respondent No.2 under coercion, duress or misrepresentation. Rather, the very fact that it was presented before the learned Sessions Judge and Bail was granted, confirms that it was a Settlement which was voluntarily entered into between the parties.

34. Having held so, the question which now remains to be answered now is whether in terms of the Settlement, the Chargesheet and all the proceedings emanating therefrom, are liable to be quashed.

35. In the case of Mohd. Shamim & Ors. v. Nahid Begum (2005) 3 SCC 302 it has been held that Settlement once entered into and acted upon cannot be resiled by the benefitting party. The same proposition of law has been reiterated in the case of Anupam Sharma v. NCT of Delhi & Anr. 2007 SCC OnLine Del 1128.

36. In the present case, the Complainant having entered into a Memorandum of Settlement dated 25.07.2007 and having received the entire consideration amount, cannot have any grievance to the quashing of the FIR. The continuation of such an FIR where all the disputes which were more civil in nature and have already been settled, would amount an abuse of process of law as held in the case of State of Haryana vs. Bhajan Lal 1992 AIR 604. It is a fit case for quashing of Chargesheet.

37. Accordingly, the Chargesheet is quashed and the Petition is allowed.



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38. The Petition along with the pending Application(s) is disposed of.

(NEENA BANSAL KRISHNA)
JUDGE

OCTOBER 29, 2025

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