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

+ **CRL.M.C. 1450/2020 & CRL.M.A. 5634/2020**

SUNEEL GALGOTIA & ANR.Petitioners

Through: Mr. Madhav Khurana,
Senior Advocate with Mr.
Gautam Khazanchi, Mr.
Vaibhav Dubey, Mr.
Teeksh and Ms. Aditi
Kukreja, Advs.

versus

SHARDA FOOD SPECIALITIESRespondent

Through: Mr. Anshuman Upadhyay
and Ms. Shubhangi
Shashwat, Advs.

+ **CRL.M.C. 1456/2020 & CRL.M.A. 5669/2020**

JATINDER SINGH ARORAPetitioner

Through: Mr. Madhav Khurana,
Senior Advocate with Mr.
Gautam Khazanchi, Mr.
Vaibhav Dubey, Mr.
Teeksh and Ms. Aditi
Kukreja, Advs.

versus

SHARDA FOOD SPECIALITIESRespondent

Through: Mr. Anshuman Upadhyay
and Ms. Shubhangi
Shashwat, Advs.

CORAM:

HON'BLE MR. JUSTICE AMIT MAHAJAN

ORDER

% **01.09.2025**

1. The present petitions have been filed seeking quashing of the complaint case No. 41866/2019 titled '*Sharda Food Specialities versus Suneel Galgotia & Ors.*' and all other proceedings arising therefrom, pending before learned



Metropolitan Magistrate ('Trial Court'), (South East), Saket Courts, Delhi, for offence under Sections 191/192/193/196/199/415/416/420/34 of the Indian Penal Code, 1860 ('IPC').

2. Briefly stated, the facts of the case are, that in the year 2012, the respondent, a partnership firm engaged in food catering services, started delivering meals for the students at the Boys' Hostel of Galgotias College of Engineering and Technology, Greater Noida ('GCET'), which is managed and run by Smt. Shakuntala Educational and Welfare Society ('SEWS'). It is stated that from October, 2013 onwards, the respondent started running the mess in the Boys' Hostel.

3. Petitioner Nos. 1 and 2 in CRL.M.C. 1450/2020 are the President and Executive Member of SEWS, respectively and the petitioner in CRL.M.C. 1456/2020 was appointed as the General Manager (Finance and Administration) in GCET.

4. It is stated that on 01.09.2019, GCET and the respondent entered into an Agreement for Food Management of School Service, for running the mess and providing food services at the Boys' Hostel at GCET.

5. The respondent is stated to have provided its catering services to GCET up till February, 2107, whereafter the services were abruptly stopped by the respondent.

6. On 12.04.2019, a notice was sent by the respondent to GCET, invoking the arbitration clause in the agreement dated 01.09.2014, on the failure of GCET to clear its dues to the tune of ₹ 1,95,38,852/- for the catering and food services provided by the respondent.



7. On 09.05.2019, GCET sent a reply to the notice dated 12.04.2019, and appointed Justice (Retd.) M.M. Singh Bedi as the Sole Arbitrator. The learned Sole Arbitrator by his letter dated 20.05.2019, fixed the date of first sitting of the Arbitral Tribunal as 01.06.2019. On 01.06.2019, the learned Sole Arbitrator perused the Agreement dated 01.09.2014 and fixed the venue, procedure and schedule for the proceedings.

8. On 13.06.2019, the respondent sent a communication to GCET, informing them that the arbitration so invoked is not only under the Agreement dated 01.09.2014 but also includes the agreement dated 20.08.2016, claiming to have entered into the same with GCET. The copy of the said agreement dated 20.08.2016 was filed along with the statement of claim filed by the respondent, which reflects that the same was signed by one "Satender Singh s/o K. Singh" on behalf of GCET as its Authorised Representative.

9. GCET filed an application dated 13.07.2019 under Sections 16/19/26 of the Arbitration and Conciliation Act, 1996 ('A&C Act') read with Order 11 Rule 14 of the Code of Civil Procedure, 1908 ('CPC') read with Section 151 of the CPC, praying that the jurisdiction of the Arbitral Tribunal does not extend to the Agreement dated 20.08.2016 asserting that the same is forged. It was stated in the application that GCET had no employee by the name Satender Singh and prayed that the respondent produces the original agreement dated 20.08.2016 so it could be subjected to appropriate forensic analysis. The respondent, in its reply, stated that they do not possess the original agreement dated 20.08.2016, however, they submitted



Mr. Satender Singh as an employee of GCET in the Accounts Department, and the non-identification of signatures on the agreement dated 20.08.2016 is for GCET to explain.

10. The learned Sole Arbitrator, on 27.07.2019, allowed the application filed by GCET and limited the scope of the arbitral proceedings to the Agreement dated 01.09.2014.

11. Meanwhile, the petitioner in CRL.M.C. 1456/2020 Mr. Jatinder Singh Arora, also made a complaint dated 26.07.2019 to the SHO, Knowledge Park Police Station, Greater Noida, against the respondent and its partners for relying upon a forged document. The said complaint was accompanied with an affidavit of Mr. Satendra Singh, who was the Manager of Accounts at GCET, categorically denying the signatures on the alleged agreement dated 20.08.2016 and also denying ever being purported to act as an Authorised Representative of GCET. However, due to inaction on part of the Police, an application under Section 156 (3) of the Code of Criminal Procedure, 1973 ('CrPC') was filed, pursuant to which, the FIR No. 377/2019 dated under Sections 420/467/468 of the IPC came to be registered against the respondent and its partners.

12. On 18.10.2019, the learned Court of Sessions dismissed the application seeking pre-arrest bail filed on behalf of the partners of the respondent, namely–Sumit Rajput and Bhupendra Singh.

13. On 22.10.2019, the respondent filed a complaint under Section 200 of the CrPC before the learned Trial Court, alleging that the GCET had filed false affidavit along with the application dated 13.07.2019, before the Arbitral Tribunal stating that no



person by the name of Satender Singh is employed with GCET, when in fact Satender Singh is the Accounts Manager employed with GCET, and is contradictory to the averments made in the FIR No. 377/2019.

14. By order dated 11.02.2020, the learned Trial Court summoned the petitioners for the offences punishable under Sections 191/192/199/34 of the IPC.

15. Learned senior counsel for the petitioners, at the outset, submits that no offence under the provisions invoked are made out against the petitioners as they neither gave any false declaration nor fabricated any evidence. He submits that the present complaint is a counter-blast to the limitation of scope of the arbitral proceedings to the agreement dated 01.09.2014.

16. He submits that the affidavit filed along with the application dated 13.07.2019 cannot be presumed to be false merely on account of unfounded claim of the respondent that the FIR filed by Mr. Jatinder Singh Arora contradicts the contents of the affidavit.

17. He refers to the complaint dated 26.07.2019 given by the petitioner Mr. Jatinder Singh Arora to the SHO, Knowledge Park Police Station, Greater Noida. It was submitted that the FIR lodged by the petitioner is consistent with the complaint, which contains specific averments clarifying that no person by the name of 'Satender Singh' was employed with GCET. It was further pointed out that one 'Mr. Satendra Singh', working as Accounts Manager with the institution, categorically stated that the signatures appearing on the agreement dated 20.08.2016 were not his, and that he had never been authorised to act as a signatory.



18. He submits that merely because the complaint is more detailed than the affidavit filed along with the application, it cannot be presumed that the petitioners have given false evidence, and does not satisfy the ingredients of the offence of perjury.

19. He submits that the perusal of the summoning order dated 11.02.2020 reveals that the complaint dated 26.07.2019 was never brought into the knowledge of the learned Trial Court.

20. He submits that even otherwise, the application dated 13.07.2019 filed by GCET under Sections 16/19/26 of the A & C Act, was allowed by the Arbitral Tribunal on account of the belated production of the agreement dated 20.08.2016, as the same is evident from the notice invoking arbitration dated 12.04.2019 and the letter dated 16.05.2019 addressed to the learned Arbitrator.

21. *Per contra*, the learned counsel for the respondent submits that the present petitions seeking quashing of the complaint are misconceived. He submits that the petitioners have deliberately suppressed material facts and are attempting to misuse the process of this Court in order to avoid facing trial for giving false evidence and filing a false affidavit before the learned Sole Arbitrator.

22. It is submitted that the petitioners categorically stated before the Arbitral Tribunal *vide* affidavit dated 13.07.2019, that no person by the name of 'Satender Singh' was employed with GCET. He submits that this averment is demonstrably false, as the said Satender Singh was in fact employed with GCET as Accounts Manager, and his status as an employee is borne out



from the records of GCET itself.

23. He submits that the petitioners have taken contradictory stands before different fora. It is submitted that in the arbitral proceedings, they filed an affidavit disowning the employment of Satender Singh, whereas in the criminal proceedings arising from FIR No. 377/2019, they produced an affidavit allegedly signed by Satender Singh himself, denying the execution of the agreement dated 20.08.2016. The contradiction between the two stands goes to the root of the matter and establishes the element of false evidence under Sections 191/192/199 IPC.

24. This Court heard the learned counsels and perused the record.

25. The law governing the exercise of jurisdiction under Section 482 CrPC is well settled. The Hon'ble Apex Court in ***State of Haryana v. Bhajan Lal (supra)***, laid down illustrative categories where criminal proceedings could be quashed, notably when the allegations made, even if taken at face value, do not disclose the commission of any offence, or where the allegations are manifestly absurd or attended with *mala fide*. This Court, therefore, does not embark upon an inquiry into disputed facts or evidence, but confines its review to whether a *prima facie* offence is disclosed, and whether the continuance of the proceedings would amount to an abuse of process.

26. The present petition under Section 482 CrPC seeks the quashing of Complaint Case No. 41866/2019 and all consequential proceedings, including the order dated 11.02.2020, whereby the learned Trial Court summoned the petitioners for alleged offences under Sections 191/192/199/34 of the IPC.



27. It is submitted that at the stage of summoning, the learned Trial Court is required to satisfy itself only that a prima facie case exists against the petitioners. The Court is not expected to conduct a detailed appreciation of evidence or resolve disputed questions of fact, which is a matter for the trial stage.

28. The respondent filed its statement of claim seeking recovery of ₹43,59,299/- towards outstanding dues for catering services rendered during the financial year 2013–2014, ₹29,45,167/- for 2014–2015, ₹1,22,85,850/- for 2016–2017, and ₹50,00,000/- on account of loss and damage caused due to the illegal and unlawful termination of its services in February 2017. In its amended statement of claim, the respondent modified and resiled from the earlier claim dated 18.06.2019, reflecting the corrected and adjusted amounts sought.

29. GCET contended that no dues remained payable for the period 2013–2014, as no liability in respect thereof exists under the Agreement dated 01.09.2014. It was further submitted that all invoices raised for the period between August 2014 and March 2015 had been duly cleared. GCET relied upon the statement of claim filed by the respondent on 18.06.2019 to assert that there were no outstanding dues for the services rendered during the period between 2015-2016. The respondent, however, stated that its claim was initially limited to the period up to 2014, and that subsequently, based on an oral extension of services, an agreement dated 20.08.2016 was executed between the parties.

30. The application filed by GCET challenging the jurisdiction of the Arbitral Tribunal was allowed by the learned Sole Arbitrator on 27.07.2019, limiting the scope of the arbitral



proceedings to the Agreement dated 01.09.2014. Thereafter, the petitioner, Mr. Jatinder Singh Arora, filed a complaint dated 26.07.2019 with the SHO, Knowledge Park Police Station, Greater Noida, alleging that the respondent and its partners had relied upon a forged document being the agreement dated 20.08.2016. The complaint was supported by an affidavit of Mr. Satendra Singh, the Accounts Manager at GCET, categorically denying that the signatures appearing on the alleged agreement were his, and affirming that he was never authorized to act as an authorized signatory of GCET.

31. On behalf of the respondent, it was contended that the statement regarding the non-existence of Satender Singh was erroneous, asserting that such a person was indeed employed with GCET.

32. In the opinion of this Court, however, this submission is misconceived. The statement made by the petitioners denying the existence of Satender Singh, or denying the authenticity of his signatures, was in the specific context of the alleged agreement dated 20.08.2016. The purpose of such averment was limited to disowning or not admitting the signatures on that agreement. The legal effect of denying the execution of the agreement or not admitting the signatures is identical; in either case, the petitioners did not recognize the validity of the document. Therefore, the respondent's contention that the affidavit is erroneous or false on the ground of Satender Singh's existence is without merit.

33. The Arbitral Tribunal considered the documents placed before it, including the alleged Agreement dated 20.08.2016, the application filed by GCET, as well as the affidavit submitted by



the petitioners, and passed a procedural order on 27.07.2019 limiting the scope of arbitration to the Agreement dated 01.09.2014. The Award dated 02.11.2020 was rendered based on the initial statement of claim filed by the respondent. The said award has never been challenged and, undisputedly, has attained finality.

34. It is further observed that the respondent has not suffered any prejudice in the arbitral proceedings, having accepted the award dated 02.11.2020, which was rendered on the basis of the Agreement dated 01.09.2014. The procedural limitation imposed by the Arbitral Tribunal further demonstrates that the alleged Agreement dated 20.08.2016 was not relied upon in the determination of the dispute. In this context, the affidavit of Mr. Satendra Singh, denying the signatures on the alleged Agreement dated 20.08.2016, cannot be construed as furnishing false evidence before the Tribunal.

35. It is evident that the petitioners' averments were made in the specific context of the alleged Agreement dated 20.08.2016. The denial of the execution of the said agreement by stating that no person by the name of Satender Singh exists or the authenticity of signatures by Mr. Satendra Singh was made to contest the validity of that particular document in the arbitral proceedings. The present complaint invoking Sections 191/192/199 IPC does not arise from such a factual matrix. There is no material to *prima facie* show that the petitioners knowingly gave false evidence or committed perjury.

36. It is contended by the petitioners that no person by the name of 'Satender Singh' exists or works in their organisation



and the name of one person in their organisation is ‘Satendra Singh’. Stating before the Tribunal that no person named ‘Satender Singh’ exists whereas stating in the FIR that ‘Satendra Singh’ had not signed the alleged agreement, in the backdrop of the fact that the petitioners are alleging the agreement to be forged and fabricated, in the opinion of this Court, does not amount to giving a false statement before the Tribunal. The stand being consistent that the document is forged, for which an FIR has also been registered against the respondent.

37. Even if the respondent’s case is taken at its highest, it would, at best, fall within the ambit of Section 340 of the CrPC, which deals with complaints regarding offenses requiring an inquiry to be made if the Court is of the opinion that the same is expedient in the interest of justice.

38. It is settled law that the proceedings for offences falling under Section 195 of the CrPC ought not to be initiated if, in the opinion of the Court, the same is not expedient in the interest of justice. [*Ref : Iqbal Singh Marwah v. Meenakshi Marwah : (2005) 4 SCC 370*]

39. As noted above, the respondent has accepted the arbitral award and has not challenged the same. Thus, when the respondent has accepted the fate of the proceedings in which prejudice, if any, caused to it, due to filing of the false affidavit, continuance of the proceedings for offences under Sections 191/192/199 of the IPC, even otherwise, is not expedient in the interest of justice.

40. It is also relevant to note that the Tribunal by order dated 27.07.2019 had restricted the adjudication of the claim on the



basis of Agreement dated 01.09.2014 and kept the liberty open for the respondent to file an independent claim in regard to the alleged agreement dated 20.08.2016.

41. Continuing with the present proceedings, when the respondent has not challenged the arbitral award and the Tribunal also has specifically kept the claim in regard to the alleged agreement dated 20.08.2016 open for the respondent to pursue, is nothing but an abuse of the process of the Court. Such proceedings ought not to be allowed to continue.

42. The petitioners, being, Suneel Galgotia and Dhruv Galgotia, have also raised a contention that no proceedings for the alleged offences can continue against them since they had not deposed the alleged false affidavit.

43. Since the other contentions raised by the petitioners are merited, this Court does not consider it apposite to decide the said issue.

44. In view of the aforesaid discussion, the present petitions are allowed. Complaint Case No. 41866/2019 and all proceedings arising therefrom, including the order dated 11.02.2020 summoning the petitioners, are hereby quashed.

45. A copy of this order be placed in both the matters.

AMIT MAHAJAN, J

SEPTEMBER 1, 2025