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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CRL.M.C. 2585/2025, CRL.M.A. 11569-11570/2025
B.N. CHANDOK

.....Petitioner

Through: Mr. Kunal Tandon, Sr. Advocate with
Mr. Saurabh Dev Karan Singh and
Ms. Natasha, Advocates.

versus

STATE OF NCT OF DELHI & ANR.

.....Respondent

Through: Mr. Yudhvair Singh Chauhan, Ld.
APP for the State with Insp. Vijay
Kasana P.S. EOW.
Mr. Madhav Khurrana Sr. Advocate
with Mr. Anand M. Mishra, Advocate
for R-2.

65

+ CRL.M.C. 2587/2025, CRL.M.A. 11579-11580/2025
BHUPESH KUMAR DHINGRA

.....Petitioner

Through: Mr. Kunal Tandon, Sr. Advocate with
Mr. Saurabh Dev Karan Singh and
Ms. Natasha, Advocates.

versus

STATE OF NCT OF DELHI

.....Respondent

Through: Mr. Yudhvair Singh Chauhan, Ld.
APP for the State with Insp. Vijay
Kasana P.S. EOW.
Mr. Madhav Khurrana Sr. Advocate
with Mr. Anand M. Mishra, Advocate
for R-2.

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+ CRL.M.C. 2588/2025, CRL.M.A. 11581-11582/2025
YOGESH GUPTA

.....Petitioner

Through: Mr. Kunal Tandon, Sr. Advocate with



Mr. Saurabh Dev Karan Singh and
Ms. Natasha, Advocates.

versus

STATE OF NCT OF DELHI

.....Respondent

Through: Mr. Yudhvair Singh Chauhan, Ld.
APP for the State with Insp. Vijay
Kasana P.S. EOW.
Mr. Madhav Khurrana Sr. Advocate
with Mr. Anand M. Mishra, Advocate
for R-2.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

17.04.2025

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1. The above Petitions under Section 528 and 529 of BNSS have been filed on behalf of the Petitioners challenging the impugned Order dated 09.04.2025 *vide* which the learned ASJ has declined to stay the proceedings before the learned M.M., while considering the Order dismissing the Discharge Applications of the Petitioners in Criminal Revision No.99/2025, Crl. Revision Petition 109/2025 and in Crl. Revision Petition No.98/2025.
2. It is submitted on behalf of the Petitioners that essentially the Complainant purchased the Original Allotment from the original Allottee, a space admeasuring 14,473 sq. ft. area in Shopping Complex constructed on Plot No.1, BG-1 and BG-2, Paschim Puri, New Delhi and undertook to pay the remaining amount to the accused Company. The dispute arose inter-se the parties in regard to the payment of the consideration amounts as well as the handing over of the possession which resulted in multiple civil and criminal litigations between the parties.
3. During this period parties entered into a Settlement Agreement dated



27.05.2018 which was recorded in the Civil Litigations. Pursuant thereto, the possession of the subject property was handed over to the sister concern of the Complainant, in 2018.

4. Subsequently, the investigations were concluded and the Chargesheet was filed in this case on 21.08.2019. Thereafter, an Application for discharge was filed by the Petitioners (Accused), but the same was dismissed *vide* Order dated 04.01.2025 which has been challenged *vide* Revision Petitions, before the learned ASJ.

5. An Application was filed for the stay of the proceedings in the interim before the learned MM, but the same has been dismissed *vide* impugned Order dated 09.04.2025.

6. It is submitted that the impugned Order is a non-speaking cryptic Order which has not considered the contentions made on behalf of the Petitioner. It has not been appreciated that essentially the dispute was in regard to delay in construction and handing over of the possession, which has since then been settled *vide* a Settlement Agreement dated 27.05.2018. Thereafter, subsequent disputes have been raised by the Complainant by alleging that the construction was not as per the specifications and that the DDA has not executed the Conveyance Deed till date in favour of the Petitioner Company.

7. It is alleged that the roof was constructed on an open area unauthorizedly and illegally which has since been demolished by DDA. It is submitted that considering the nature of the allegations made in the Complaint and in the Chargesheet, it is a fit case where the matter should have been stayed till the Revision Petition was adjudicated.

8. Learned counsel for the Complainant has contended that there was a



fraud committed by the Accused in so much as while it was represented to be a Mall, the construction has been carried out on an plot wherein a roof had been illegally constructed which has since then been demolished by the DDA. Furthermore, the Lease of the said open area of the Shopping Mall stands cancelled. Further, the Petitioner who had signed the Agreement purportedly as the Director of the Company, had no right to sign the Agreement. Moreover, the Agreement to Sell had been entered by the Petitioner in contravention of the Clause in the original Conveyance Deed executed in their favour that no part of the allotted area shall be sold without prior permission of the DDA.

9. Submissions heard and record perused.

10. There is no denial that pursuant to the Settlement during the pendency of the FIR, the possession had been handed over to the Complainant's sister. There may be disputes about the quality of the constructed property which has been handed over, but considering the kind of disputes that have been raised, the learned M.M is hereby restrained from proceeding further with the trial till the Revision Petition is disposed of by the learned ASJ.

11. However, looking at the dispute and that it is long pending, the learned ASJ may make an endeavour to dispose of the matter expeditiously.

12. It is made clear that the observations made herein do not tantamount to an expression on the merits of the case.

13. The Petitions stand disposed of along with the pending Applications.

NEENA BANSAL KRISHNA, J

APRIL 17, 2025/va