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

+ **W.P.(CRL) 1367/2024 & CRL.M.A. 13464/2024**

GROVER BUILDWELL PRIVATE LIMITED & ANR.

.....Petitioners

Through: Mr. Girish Kumar, Advocate (through
VC)

versus

THE STATE NCT OF DELHI THROUGH SHO PS DABRI & ANR.

.....Respondents

Through: Mr. Sanjeev Bhandari, ASC with
Mr. Arjit Sharma and Ms. Sakshi Jha,
Advocates for the State

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

16.12.2025

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1. Writ Petition under Article 226 of Constitution of India read with Section 482 of the Code of Criminal Procedure, 1973 has been filed on behalf of Petitioners seeking quashing of FIR No. 0649/2022, registered at P.S. Dabri, Delhi under Sections 420/406/34 of the Indian Penal Code, 1860.
2. The grounds of challenge of the FIR are that it is purely a civil transaction which has been given a criminal color. There is no dispute between Respondent No. 2 and Petitioner and if at all there is one, it is purely civil in nature.
3. The Respondent No. 2 has not approached the Court with clean hands. He had filed a Civil Suit for specific performance of Agreement to Sell dated 17.07.2017 and for permanent injunction claiming that property bearing No. C-203, Second Floor, West Facing, ad measuring 92 Sq. Yds., 3



BHK, Som Bazar Road, Jeevan Park, Uttam Nagar, New Delhi even after knowing that Respondent No. 2 has booked only 92 Sq. Yds. West facing of the property in question.

4. Respondent No. 1 in collusion with her husband Sumit Sharma, has forged the Agreement to Sell dated 17.07.2017 by putting the signatures of the witnesses and has been filed in the Court of learned ASJ. At the time of execution of Bayana receipt dated 16.07.2017, Petitioners had handed over the Collaboration Agreement alongwith Annexures after understanding the entire terms and conditions, Respondent No. 2 agreed to purchase the property in question and now has lodged a false FIR.

5. The Complaint of Respondent No. 2 does not disclose the commission of cognizable offence. FIR has been lodged only to achieve the ill goal and with the motive to extract money from the Petitioners. The Respondent No.2 has failed to make balance payment to the Petitioners as per Agreement to Sell dated 17.07.2017. The Respondent No. 2 and her husband had approached the Petitioners for extending the time period for Agreement to Sell as they did not have money. Petitioners issued legal Notice dated 09.07.2017 to the Respondent No. 2 to execute the Sale Deed despite which the Notice was not complied with. The Respondent No. 2 has been blackmailing the Petitioners to execute the Sale Deed.

6. The FIR is false, frivolous and vexatious.

7. Reliance is placed on Usha Chakraborty & Anr. v. State of West Bengal & Anr. 2023 SCC online SC 90, Sarabjit Kaur v. The State of Punjab & Anr. in Crl. Appeal No. 581/2023, Paramjeet Batra v. State of Uttarakhand (2013) 11 SCC 673, Vesa Holdings (P) Ltd. v. State of Kerala, (2015) 8 SCC 293, Naresh Kumar & Anr. v. The state of Karnataka & Anr.,



2024 Live law (SC) 228, *Jay Shri v. The Sate of Rajasthan*, 2024 LiveLaw (SC) 51, *Indian Oil Corpn. v. NEPC India Ltd. and others*, (2006) 6 SCC 736 and *Randheer Singh v. State of U.P.* (2021) 14 SCC 626. It is, therefore, submitted that the FIR is liable to be quashed.

8. Learned Counsel for the Complainant submits that it is actually the Complainant who has been cheated of the money by being lured into an Agreement to Sell in respect of a property of which the Complainant is not even the owner.

9. ***Learned Counsel on behalf of the State*** submits that the investigations are almost complete and the Chargesheet is likely to be filed in the Court.

Submissions heard and record perused.

10. The allegations as per the FIR were that the Petitioners had executed an Agreement to Sell in respect of Suit property by claiming himself to be the owner. However, the Complainant subsequently came to know that he was not the owner but only a builder. Furthermore, information was received that the Petitioner-Satish Grover had taken money from many other people regarding this property.

11. The Complainant and her husband, immediately approached the Petitioner-Satish Grover but he failed to respond. After a few months, in the month of April, he got a call from him asking to take back their money as he would not be able to give the possession of the flats. Initially, they were reluctant to take back the money, however, on repeated calls and also through message conveyed by Pappu Sharma, property dealer that it would be better for them to take back their money, they agreed to take back their money, which was promised to be returned in two days but the time period



kept getting extended. Later, Petitioners stopped picking the calls. When he suddenly met them after a few days and asked for double the amount given for the flat as per the Agreement, he got angry and told that to do whatever they wanted and that he would not return the money. He also extended threats.

12. Feeling betrayed and cheated, the Complaint under Section 200 read with Section 156(3) Cr.P.C. was made. The learned MM while allowing the Application under Section 156(3) Cr.P.C. *vide* Order dated 13.07.2022 directed the registration of FIR. Consequently, the FIR got registered.

13. There are specific allegations in the Complaint that Petitioner was not the owner despite which she entered into an Agreement to Sell with the Complainant for sale of the Suit property. Some money has also been received by the Petitioners, which allegedly he had agreed to return, but subsequently failed to do so. There are also specific allegations in the Complaint of threats being extended to the Complainant.

14. At this stage, when the allegations made in the Complaint were definitely requiring an investigation which has been undertaken, the present Petition for quashing of FIR is premature and is hereby, dismissed. However, the Petitioner is at liberty to take his remedy in accordance with the law.

NEENA BANSAL KRISHNA, J

DECEMBER 16, 2025

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