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

\+ CRL.M.C. 3435/2019 & CRL.M.A. 31327/2019

SRI KRISHAN & ANR. .....Petitioners

Through: Mr. Sanjay Suri, Mr. Vinny Shanghoo, Mr. Rishab Relan and Mr. Karan Dahiya, Advocates.

versus

STATE & ORS. .....Respondents

Through: Mr. Amit Ahlawat, APP for State. Inspector Rakesh Kumar, Spl. Cell, NR.
Mr. Ashutosh Rana, Advocate for R-2 with R-2 (through VC).

CORAM:
HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

% 06.05.2025

1. The present petition seeks quashing of FIR No. 41/2014[1] dated 4th September, 2014 under Section 387/341/506/34 of the Indian Penal Code, 1860[2] registered at P.S. Special Cell and the proceedings emanating therefrom. It is pertinent to mention that Section 25/54/59 of the Arms Act, 1959,[3] were subsequently added in the chargesheet.

2. Brief facts, as set out by the prosecution, is as follows:

2.1. On 03rd September 2014, the Complainant in the case, Mr. Sanjeev @ Sanjay Bhardwaj, lodged a complaint, based on which FIR No. 41/14 was registered at PS Special Cell. In his statement, Sanjay Bhardwaj alleged that

[1] "the FIR"
[2] "IPC"

he was running a real estate business under the name "Bhardwaj Real Estate" located at Main Road, Kanjhawala, Delhi. In October 2010, a person named Shri Krishan visited his office and offered to sell agricultural land located in Village Majra Dabas, Delhi. Sanjay conveyed the offer to Ashok Gupta, who also operated a real estate business from Sector-15, Rohini, Delhi. Shri Krishan claimed to be the owner of the land, which was to be sold and registered in Ashok Gupta's name for a total amount of ₹1.77 crores. An advance payment of ₹20 lakhs was made to Shri Krishan by Ashok Gupta *via* cheque. However, due to a sudden surge in property prices in Delhi, Shri Krishan did not proceed with the deal. Ashok Gupta subsequently filed a civil suit in the Delhi High Court. While the civil case was pending, Shri Krishan assumed the court might rule in favour of Ashok Gupta, which could result in Ashok making a significant profit exceeding ₹4 crores. Believing Sanjay Bhardwaj to be a business partner of Ashok Gupta, Shri Krishan conspired to extort money from him by threatening and intimidating him. To execute this plan, Shri Krishan took sought help of a known local gangster, Bijender @ Binder, who then involved his nephew Sandeep @ Sonu (already accused in murder and kidnapping cases), and Dinesh (Shri Krishan's cousin). These three individuals began making threatening and extortion calls to Sanjay Bhardwaj on his mobile phone. When Sanjay refused to give in to their demands, Shri Krishan, along with Dinesh, Bijender @ Binder, and Sandeep @ Sonu, visited his office and residence to further intimidate him and his family. Sanjay Bhardwaj reported the matter to the police. During the preliminary inquiry, Shri Krishan, Dinesh, and Bijender @ Binder were summoned to the Special Cell office at

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[3] "Arms Act"

Rohini on 03rd September 2014. Sandeep @ Sonu failed to appear. After a preliminary inquiry, the three were discharged for the time being and directed to return on 04th September 2014 with Sandeep @ Sonu. That same night, while Sanjay Bhardwaj was enroute to meet Ashok Gupta in his car, he was intercepted and threatened at gunpoint. He was asked to pay ₹15 lakhs immediately. When he requested two hours to arrange the money, the accused persons granted him time and instructed him to deliver the money to Bijender @ Binder's farmhouse in Kanjhawala, Delhi.

2.2. In such circumstances, FIR No. 41/14 was registered. A police raid was organized, and all the accused were traced near Bijender @ Binder's farmhouse. Upon spotting the police, the accused attempted to flee but were apprehended after a brief chase. During the search, a country-made pistol along with two live cartridges were recovered from the possession of Sandeep @ Sonu (Respondent No.4).

2.3. During the further course of investigation, the accused were interrogated and confessed their involvement in the case. CCTV footage from the Complainant's office and residence, as well as from Ashok Gupta's office, was collected, sent to FSL (Forensic Science Laboratory) for examination, and found to be authentic. The footage corroborated the Complainant's version of events. Additionally, the Call Detail Records[4] of both the Complainant and the accused supported the allegations made by Complainant. It was established that Shri Krishan, as the apparent beneficiary, had orchestrated the plan by hiring criminals to threaten and extort the complainant.

2.4. Upon completion of the investigation, it was revealed that all four accused persons had committed offences of criminal intimidation, illegal restraint and extortion. It was further found that accused Sandeep @ Sonu had previously been involved in three criminal cases, and Bijender @ Binder (Respondent No. 5) had a history of eight criminal cases. Further, Bijender @ Binder has since jumped parole in connection with FIR No. 452/2017, PS Kanjhawala, Delhi, and failed to appear in court on 13th March 2019.

3. During the pendency of the present proceedings, Memorandum of Understanding[5] dated 17th April, 2025 has been executed between Petitioner Nos. 1 & 2, Respondents No. 4 & 5 (collectively referred to as the first party) on one part and Respondent No. 2 (Sanjeev Kumar) (the second party).

4. As per the terms of the MoU, the second party, Sanjeev Kumar, who is the complainant in the aforenoted FIR, has consented to the quashing of the FIR and all proceedings arising therefrom. A copy of the MoU has been duly placed on record.

5. Mr. Amit Ahlawat, APP for State, opposes the prayer for quashing of the FIR. He submits that the FIR discloses the commission of grave offences under Section 387 IPC (extortion). Further, since sections 25/54/59 of the Arms Act have been invoked, the offences no longer remain "*in persona*". These are neither private or compoundable offences and therefore the FIR should not be quashed. Mr. Ahlawat further submits that even if the Complainant expresses no objection, the State has the duty to prosecute the serious offences, whenever public interest is involved. Moreover, Mr. Ahlawat points out that Respondents No. 4 and 5 have criminal antecedents,

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[4] "CDRs"

[5] "MoU"

which indicates that they are habitual offenders. He submits that, for this reason, they do not deserve any indulgence from this Court. There is no compelling ground for this Court to invoke its power under Section 482 of the Code of Criminal Procedure, 1973.[6]

6. The Court has considered the aforenoted contentions. At this juncture, it is important to take note of the background leading to the present petition.

7. Petitioner No.1 (Shri Krishnan) entered into an Agreement to Sell dated 26th November, 2010 with Respondent No.3 (Ashok Kumar Gupta) regarding sale of an agriculture land for a total consideration of Rs. l,77,17,400/-. Out of the said sale consideration, Rs. 20 lacs were received by Petitioner No.1 as earnest money/ advance payment and the remaining payment was to be made on 26th May, 2011. It is contended that since Ashok Kumar Gupta did not perform his part of the agreement, the earnest money was forfeited. This led to Ashok Kumar Gupta filing a suit for specific performance (CS(OS) 1541/2011), which was decided in favour of Shri Krishnan *vide* judgement dated 27th August, 2018.

8. Subsequently, Ashok Kumar Gupta preferred RFA No. 902/2018 before this Court challenging the final judgment dated 27th August, 2018. In the appeal proceedings, a consent order was passed on 7th February, 2019. The said order reads as follows:

> *1. After arguments, this appeal is disposed of with the following consent order:-*
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> *(i) The respondent/defendant will pay to the appellant/plaintiff a total sum of Rs.41,00,000/- in full and final settlement of all claims of the appellant/plaintiff in the subject litigation and arising from the subject agreement to sell.*
> *(ii) Out of the amount of Rs.41,00,000/-, a sum of*

[6] "CrPC"

Rs.20,50,000/- will be paid to the appellant/plaintiff by the respondent/defendant within a period of four weeks from today. Counsel for the appellant will give to counsel for the respondent the bank account number of the appellant so that the money can be directly deposited in the bank account of the appellant. Needful be done in this regard within one week from today.

(iii) The balance amount ofRs.20,50,000/- will be paid to the appellant by the respondent at the time when the criminal case which is pending between the parties arising out of an FIR No. 41/2014 is quashed or cancelled by the appropriate and concerned court. Both the parties undertake to this Court that they will file a joint petition in this regard before the concerned court within a period of six weeks from today.

(iv) Whatever amount has been deposited on behalf of the appellant/plaintiff in the suit proceedings, that amount along with accrued interest will be refunded back by the concerned court to the appellant.

2. It is clarified that in case the total amount of Rs.41,00,000/- is not paid to the appellant by the respondent within three months from today, then future interest at 15% per annum simple will run on this amount of Rs.41,00,000/- till payment of this amount to the appellant by the respondent.

3. Since the appeal is compromised before arguments, the appellant will be held entitled to refund of 50% of the of court fee as per Section 16-A of the Court-Fees Act, 1870 (as applicable to Delhi). Registry will issue the necessary certificate in favour of the appellant.

4. The present appeal is disposed of in terms of the present consent order.

9. Subsequently, the parties approached the Court once again in view of the fact that the Sanjeev Kumar was not a party to the appeal proceedings. Taking note of this fact, this Court on 8th February, 2019, passed the following order:

"1. A consent order was passed on 7.2.2019 and the matter has been listed today on mentioning in as much as the FIR No.41/2014 which is mentioned in para l(iii) of the order dated 7.2.2019 is said not to have been filed by the appellant. It is however stated that the appellant has some relation with the person who filed the FIR inasmuch as at page 23 of the appeal paper book, it is written that Mr. Sanjeev Kumar@Sanjay Bhardwaj is a friend of the appellant and also witness

to the said Agreement to Sell entered into between the parties on 26.11.2010, and therefore, the appellant will use his good office to cause Mr. Sanjeev Kumar@Sanjay Bhardwaj to get the FIR quashed or cancelled by moving appropriate petition in the appropriate court. Since now there is some uncertainty as the FIR is not filed by the appellant, the three months period granted by the order dated 7.2.2019 is increased to four months without the requirement of FIR first being quashed.

2. Rest of the order dated 7.2.2019 will remain as it is."

10. The parties have now, with the intervention of friends and family, resolved their disputes and accordingly approached this Cout for quashing of the FIR.

11. From the aforementioned orders, it is evident that the dispute between the parties is primarily civil in nature. In view of this, the Court is of the considered opinion that the present case warrants the exercise of jurisdiction under Section 482 of the Code of Criminal Procedure, 1973 as such intervention would effectively bring an end to a prolonged and contentious matter. The Complainant, who has joined the proceedings through video conferencing mechanism, confirms the MoU and gives un-equivocal no objection to the quashing of the FIR.

12. With respect to the objection raised by Mr. Ahlawat regarding the applicability of the provisions of the Arms Act, it is noticed that the arm in question has already been seized from possession of Respondent No. 5. Further, Respondent No.5, has through his Counsel, given an undertaking before the Court, that he shall not lay any claim to the seized weapon. Accordingly, the State is at liberty to take appropriate course of action with respect to the weapon seized, in accordance with law.

13. As regards the issue of criminal antecedents, the Court had called

upon for a status report, which reveals that Bijender Singh @ Binder (Respondent No.5) has been acquitted in six prior criminal cases, and the proceedings in FIR No. 64/2012 have been quashed by this Court. One additional case, FIR No. 452/2017, is currently pending at the trial stage. Similarly, Respondent No. 4 – Sandeep @ Sonu, has been acquitted in two criminal cases, while two others remain pending trial. It is pertinent to observe that the mere existence of criminal antecedents does not, in itself, preclude the quashing of an FIR. Each matter must be evaluated based on its individual facts and legal considerations. In the present case, as previously discussed, the underlying dispute between the parties is of a civil nature. The Supreme Court has consistently reiterated that criminal cases which are predominantly civil in nature, particularly those arising out of civil, commercial, financial or mercantile transactions, may, warrant quashing, if the dispute has been amicably resolved.[7] Accordingly, this Court finds it appropriate to exercise its inherent jurisdiction under Section 482 CrPC and allow the present petition.

14. However, keeping in mind the fact that the State machinery has been put to motion, the ends of justice would be served by directing Petitioner Nos. 1, 2 and Respondents No. 4 & 5, to pay cost of Rs. 10,000/-, each.

15. Consequently, FIR No. 41/2014 and the proceedings emanating therefrom, stands quashed, subject to payment of a cost of INR 10,000/- to the Delhi Police Welfare Fund, within a period of six weeks from today. The proof of payment of cost be submitted with the concerned SHO.

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[7] ***Parbatbhai Aahir @ Prabatbhai vs. The State of Gujarat*** **,** (2017) 9 SCC 641; Nikhil Merchant v. CBI, (2008) 9 SCC 677.

16. Disposed of in the above terms along with pending application.

SANJEEV NARULA, J

MAY 6, 2025
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