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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CRL.M.C. 5059/2025**
MANGE RAM SHARMA & ANR.

.....Petitioner

Through: Mr. Deepak Tyagi and Ms. Sanya Tyagi, Advocates.

versus

STATE OF NCT OF DELHI & ORS.

.....Respondents

Through: Mr. Utkarsh, APP for the State with
SI Vivek Kumar P.S. B.K. Road.

CORAM:
HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

% **29.07.2025**

1. A Petition under Section 482 Cr.P.C./Section 528 of the Bhartiya Nagrik Suraksha Sanhita, 2023 has been filed on behalf of the Petitioners seeking Setting Aside of impugned Order dated 16.12.2024 passed by learned ASJ thereby upholding the Order dated 26.03.2024 of learned M.M allowing the Application under Section 156(3) Cr.P.C for registration of FIR.
2. *The facts* as per the Petition, are that in the year 2019 the Petitioner No.1 who was about to retire from MTNL in 2020, approached Respondent No.2 through a common friend, who claimed to be a UP-RERA registered Property Dealer in Indirapuram locality of Ghaziabad, U.P. A Flat No.B-1/402, 4th Floor, Type 2-Bedroom unit in VXL Eastern Heights, Indirapuram, Nayaya Khand-III, Ghaziabad, U.P with one reserved car parking, was selected for purchase at the price of Rs.35,00,000/-. An Agreement to Sell was executed between the Petitioner through Respondent No.2 where the agreed sale consideration was mentioned as Rs.35,00,000/-.



The original Agreement was got signed by Respondent No.2 from the consideration amount mentioning Rs.35,00,000/- as the sale consideration, but he took the original Agreement to Sell with the signatures on the pretext of obtaining the signatures of the owner of the said flat. However, the said original Agreement to Sell was never given to the Petitioner and he also never got to meet the owner of the flat. The Sale Deed was duly executed on 04.02.2020.

3. The Respondent No.2 was also handling the loan account of the Petitioner in the Bank and had arranged Rs.15 lakhs loan for the payment of part sale consideration. It is submitted that a total sum of Rs.35,00,000/- had been paid by the Petitioner, out of which Rs.30,70,000/- as indicated in the Sale Deed, was paid through Bank transaction, but, Rs.5 lakhs had been taken out by the Petitioner from his Bank and had been handed over in cash to Respondent No.2.

4. After about two years, when the Petitioner got back his Sale Deed from the Bank on clearing the loan, he realized that erroneously and fraudulently the Sale consideration has been indicated as Rs.30,70,000/- instead of Rs. 35,00,000/-. He then became aware of the cheating done by Respondent No.2.

5. Consequently, he filed a Complaint under Section 200 Cr.P.C along with Section 156(3) Cr.P.C. for registration of FIR. However, his Application under Section 156(3) Cr.P.C has been dismissed by learned M.M vide Order dated 26.03.2024.

6. The **Order is challenged on the ground** that there was a criminal conspiracy between Respondent No.2 and the erstwhile owner for committing an offence of cheating, forgery which calls for collection of



evidence by the Police Authority. It has not been considered that the documents forged by Respondent No.2, are still not recovered. The said first Agreement to Sell dated 30.09.2019 indicating the sale consideration as Rs.35,00,000/- is to be traced and collected. The alleged Agreement to Sell that was submitted with the Bank by Respondent No.2, is a forged document and does not bear the signatures of the Petitioner. This document is required to be collected from Prathma U.P. Gramin Bank, Vijay Nagar, Ghaziabad, U.P. The FSL is required to ascertain the forgery on the Agreement to Sell.

7. Reliance has been placed on Lalita Kumari vs. Govt. of U.P AIR 2014 SC 187 to submit that once a cognizable offence is disclosed in a Complaint, the Police is duty bound to register the FIR. Reliance has also been placed on Srinivas Gundluri vs. Sepco Electric Power Construction Corporation (2010) 8 SCC 206.

8. It has not been appreciated by the learned M.M that the Complaint disclosed a cognizable offence and required investigations by the Police for collection of evidence.

9. It is submitted that the facts have not been rightly appreciated by the learned M.M and the impugned Order is liable to be set aside.

10. Essentially, the Petitioner entered into an Agreement to Sell with the owner of the Flat through Respondent No.2, on 30.09.2019. Pursuant to this Agreement to Sell, the Sale Deed also got executed on 04.02.2020.

11. The contention being raised by the Petitioner now is that the Sale consideration was Rs.35,00,000/- as was indicated in the original Agreement to Sell, copy of which was taken away by Respondent No.2, the Property Dealer and was never returned to him after getting the signatures from the



erstwhile owner of the Flat. Subsequently, he came to know that the Agreement to Sell that was submitted by Respondent No.2 with the Bank was a forged document as it mentioned the sale consideration as Rs.30.70,000/- and the signatures of the Petitioner got forged. Hence, the registration of FIR is sought for cheating, forgery and conspiracy against Respondent No.2.

12. Submissions heard.

13. The present Complaint alleging cheating has been filed against the property dealer, Notary and the witness on the Agreement to Sell after two years of the conclusion of the deal. Interestingly, the erstwhile owner has not been made a party. The only allegation is that Rs.4,30,000/- have been cheated by the Respondent No.2 and the other Respondents in furtherance of criminal conspiracy.

14. The learned M.M has rightly observed that essentially no Police assistance is required for collecting the original Sale Deed/the alleged fake Agreement to Sell that is stated to be available with the Bank. Furthermore, to establish the alleged forgery of the documents, the same can be done during the pre-summoning evidence. There is no such evidence which requires compulsorily the intervention of Police at this stage.

15. The learned M.M has rightly held that there is no ground for directing registration of FIR and has rightly dismissed the Application, which Order has been upheld by the Court of Sessions vide Order dated 16.12.2024.

16. Needless to say, that it is not a case where the entire Complaint has got dismissed. The Petitioner still has an opportunity to adduce Complainant's evidence and also seek the documents to be summoned through the relevant witnesses.



17. There is no merit in the present Petition, which is hereby dismissed.
18. The Petition is accordingly disposed of.

NEENA BANSAL KRISHNA, J

JULY 29, 2025/va