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* IN THE HIGH COURT OF DELHI AT NEW DELHI

+ CRL.M.C. 9968/2024

ANAND KISHORE TAKKAR

.....Petitioner

Through: Mr. Rahul Sharma, Mr. Ashish Dogra,
Mr. Atharv Bhardwaj, Mr. Ashish
Kumar Sharma, Ms. Nayanika Tahlan
and Ms. Anchal Jain, Advs.

versus

THE STATE GOVT. OF NCT OF DELHI & ANR.Respondents

Through: Mr. Utkarsh, APP for State with S.I.
Pardeep Kumar, Crime Branch,
Dwarka.
Mr. Praveen Kapoor and Mr. Swayam
S. Pahi, Adv. for R-2.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER
20.02.2025

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CRL.M.A. 5404/2025 (by the respondent no.2 under Section 528 of BNSS, 2023 seeking early hearing of the petition)

1. The present application has been filed by the respondent no.2 under Section 528 of BNSS, 2023 seeking preponement of the main petition i.e. Crl. M.C. 9968/2024.

2. For the reasons mentioned in the application, the same is allowed.

3. The application is disposed of.

CRL.M.C. 9968/2024

4. With the consent of the parties, the present petition is taken up for disposal.

5. The instant petition has been filed under Section 528 of BNSS, 2023



seeking quashing of FIR No.361/2008 under Sections 420/468/471/120B IPC registered at Police Station Connaught Place (Crime Branch), New Delhi and all consequential proceedings emanating therefrom.

6. The petitioner, as well as, respondent no.2 (complainant), namely Parmod Jain are present in Court and they have been identified by their respective counsel, as well as, by the IO i.e. S.I. Pardeep Kumar.

7. The case of the prosecution is that the property bearing No.A-6, Okhla Industrial Area, Phase-1, New Delhi measuring 2525 sq. yards was owned by the partnership firm, namely, M/s Jain Brothers having nine partners. It is stated that Shri R.N. Jain was one of the nine partners.

8. The son of Shri R.N. Jain, namely Late Shri Swaraj Jain manufactured certain documents in favour of Shri R.N. Jain purporting Shri R.N. Jain to be the owner of the aforesaid property. On the strength of said forged document, Shri R.N. Jain executed an Agreement to Sell along with GPA and Will in favour of the present petitioner in the year 1996. This transaction was not within the knowledge of the other partners of M/s Jain Brothers, therefore, M/s Jain Brothers sold the aforesaid property in favour of M/s BAS Engineering Pvt. Ltd. *vide* Agreement to Sell executed in the year 2007.

9. Some disputes arose between M/s BAS Engineering Pvt. Ltd. and M/s Jain Brothers with regard to the sale transaction, which led to the filing of suit for specific performance by M/s BAS Engineering Pvt. Ltd. being CS(OS)No.644/2011 in this court, in which the present petitioner was also arrayed as defendant no.18, since by that time the execution of Agreement to Sell by Shri R.N. Jain in favour of the petitioner, had come to light.

10. During the pendency of aforesaid suit, composite settlement was arrived at between the parties, terms whereof were reduced in writing in the



form of a Deed of Settlement dated 25.11.2019, a copy of which has been annexed to the present petition.

11. It is stated by the learned counsel appearing on behalf of the petitioner, as well as, the learned counsel appearing on behalf of the complainant that on the basis of the said settlement, the suit for specific performance filed by M/s BAS Engineering Pvt. Ltd. was decreed.

12. It is further stated that the Deed of Settlement provides that M/s BAS Engineering Pvt. Ltd. will pay a sum of Rs.3 crores to the present petitioner, out of which a sum of Rs.2,20,00,000/- has already been paid to the petitioner. From the remaining amount of Rs.80,00,000/-, a sum of Rs.29,70,000/- has been paid to the petitioner today in court by M/s BAS Engineering Pvt. Ltd. by way of Demand Draft bearing No.004935 dated 13.01.2025 issued by HDFC Bank, Karampura, New Delhi. The balance amount of Rs.50,30,000/- is payable at the time the petitioner hands over title related documents with respect to the aforesaid property to the respondent no.2/complainant.

13. At this stage, it is apposite to mention that the aforesaid FIR was registered at the instance of the respondent no.2 i.e. Shri Parmod Jain, who is one of the partners of M/s Jain Brothers. In the FIR, only two persons i.e. the present petitioner, as well as, Late Shri Swaraj Jain were arraigned as accused. During the pendency of present criminal proceedings, Shri Swaraj Jain passed away in the year 2008 and the criminal proceedings had abated against him.

14. The respondent no.2, as well as, the authorised representative of M/s BAS Engineering Pvt. Ltd., namely Rajiv Bhatia are present in court and they affirm the factum of aforesaid settlement.



15. The respondent no.2/complainant further states that he has no objection in case the aforesaid FIR is quashed.

16. However, learned APP appearing on behalf of the State submits that some cost may be imposed on the petitioner as considerable time and effort has been spent on the investigation and judicial time has also been wasted.

17. At this Stage, apt would it be to refer to the observations of the Supreme Court in ***Parbatbhai Aahir vs. State of Gujarat (2017) 9 SCC 641***. The relevant paras are as under:-

“...16.7. As distinguished from serious offences, there may be criminal cases which have an overwhelming or predominant element of a civil dispute. They stand on a distinct footing insofar as the exercise of the inherent power to quash is concerned.

16.8. Criminal cases involving offences which arise from commercial, financial, mercantile, partnership or similar transactions with an essentially civil flavour may in appropriate situations fall for quashing where parties have settled the dispute.

16.9. In such a case, the High Court may quash the criminal proceeding if in view of the compromise between the disputants, the possibility of a conviction is remote and the continuation of a criminal proceeding would cause oppression and prejudice; and”...

18. The dispute in this case as well has predominant element of civil dispute. Further, in view of the settlement between the parties, the ultimate chances of conviction in the case are bleak, therefore, continuation of criminal proceedings will not serve any useful purpose and it will be an exercise in futility.

19. It is, thus, in the interest of justice that the present FIR and all the



other proceedings emanating therefrom be quashed.

20. However, in the present case, since the State machinery has been put into motion and considerable time and resources of the investigating agency have been spent in the investigation of the matter, it is deemed appropriate to impose cost of Rs.50,000/- on the petitioner. Accordingly, the petitioner is directed to deposit cost of Rs.50,000/- with the Delhi State Legal Services Authority and the said amount should be utilized towards counselling / psychological support to be provided to POCSO victims requiring such assistance.

21. Consequently, the petition is allowed and FIR No.361/2008 under Sections 420/468/471/120B IPC registered at Police Station Connaught Place (Crime Branch), New Delhi alongwith all other proceedings emanating therefrom, is quashed subject to payment of cost as aforesaid, within a period of two weeks from today.

22. The petition stands disposed of in the above terms.

23. Order be uploaded on the website of this Court.

24. The next date already fixed i.e. 28.02.2025 stands cancelled.

VIKAS MAHAJAN, J

FEBRUARY 20, 2025

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