



2026:DHC:824



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

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Date of Decision: 02.02.2026+ **CRL.M.C. 845/2026, CRL.M.A. 3346/2026 & 3347/2026**

RAJENDER YADAV

.....Petitioner

Through: Mr. Amit Alok, Advocate

versus

STATE (NCT OF DELHI) & ANR.

.....Respondents

Through: Mr. Hemant Mehla, APP for State
with SI Rahul, PS Malviya Nagar**CORAM: JUSTICE GIRISH KATHPALIA****JUDGMENT (ORAL)**

1. Petitioner has assailed order dated 13.10.2025 of the Court of Sessions whereby the revision petition filed by the petitioner was dismissed.
2. Having heard learned counsel for petitioner at length, I do not find it a fit case to even issue notice. Rather, the petition is completely frivolous.
3. At the very outset, the legal position was pointed out to counsel for petitioner as follows. The provision under Section 438(3) BNSS (*Section 397(3) CrPC*) prohibits second revision petition. What is explicitly prohibited by law cannot be allowed a backdoor entry unless the petitioner is able to establish a case of gross injustice. It is on this aspect that learned counsel for petitioner was called upon to address the gross injustice, if any,

*CRL.M.C. 845/2026**Page 1 of 6 pages*GIRISH
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caused to the petitioner. As mentioned above, two courts below have concurred in their decision against the petitioner.

4. Broadly speaking, the factual matrix as recorded by the Court of Sessions in the impugned order is as follows:

“Succinctly, the case of the complainant is that he is in the business of developing properties and sometime, in the month of January 1996, he was approached by alleged no. 1 at his office situated at C57, Shivalik, Malviya Nagar and alleged no.1 represented that he, along with alleged no.2, acquired the right to sell the immovable property at C-75, Shivalik, New Delhi (hereinafter called the property in question) for a total sum of Rs. 1.15 crore and offered the complainant to take up the project in order to develop the property. The condition imposed by the alleged was that the complainant has to pay earnest money of Rs. 30 lacs in cash and the remaining amount could be paid in cheque, when the sale deed would be executed Finding the proposal lucrative, the complainant asked the alleged persons to make him meet everyone who is concerned with the sale of property and to show the title documents, in order to do due diligence of the project. The complainant submits that alleged no. 1 assured him that the title of property was not disputed and, his power and right to sell the property was unquestionable and he was also assured that the documents will be prepared after arranging a meeting with alleged no.3.

The complainant further submits that in February 1996, a meeting was held at his office at the request of alleged no. 1 where alleged no.1 and 2 came and, alleged no.2 was introduced as the other in law of alleged no.3 and it was informed for the first time that alleged no.3 had purchased the property in question from original allottee O.P. Sondhi and had a right to transfer the property in question and alleged no.2 was the power of attorney holder of alleged no.3. He submits that alleged no.2 said that alleged no.3 was living abroad but all the original documents were in his possession and he was empowered to transfer and sell the property in question. As per the complainant, the copy of GPA was also produced in front of him and believing the representation, he agreed to explore the transaction. The complainant submits that no objection certificate was required from the concerned society where the property was situated and it



was to be also verified if any dues were outstanding against the property in question, and therefore, he decided to hold another meeting with alleged no.1 and 2. He submits that in March 1996, alleged no. 1 and 2 informed him that they were in immediate requirement of earnest money of Rs. 10 lacs and he was thereby induced to make the payment in order to lock the deal. He further submits that he asked alleged no. 1 and 2 to make him speak to alleged no.3 via telephone, which was agreed upon by the alleged persons and alleged no.3 spoke to him and informed him that his brother in law i.e. alleged no.2 had the requisite power of attorney to sell the property in question and on this representation, he agreed to pay a sum of Rs. 10 lacs to lock the deal. The complainant next submits that he asked the alleged no. 1 and 2 to accompany him to the office of Shivalik Housing Society in order to apply for transfer of property in question and the no objection certificate and, in June 1996, he along with alleged no.1 and 2 made a representation to the office bearers of Shivalik Housing Society for which he also deposited Rs. 20,000/- as transfer charges and simultaneously applied for a no objection certificate. As per the complainant, the concerned officials informed him that the clearance would take some time, as per the rules and regulations of the society and he would be informed in due course about the same. The complainant in the meanwhile paid another sum of Rs. 10 lacs to alleged no. 1 and 2 in the year 1997 and further sum of Rs. 10 lacs in the year 1998, for which receipt was executed in his favour. He has further submitted that on 16.03.1999, a no dues certificate was issued by the Society and since the procedure at his end was completed, he prepared the sanction plan for construction of the property in question, which was required to be sanctioned and obtained in the name of original allottee O.P. Sondhi as per the procedure and norms of DDA. The complainant submits that all these documents were signed and executed at the time of sale and when he approached alleged no.1 and 2 to execute the documents, they were being evasive. The complainant eventually got to know that the original alleged, O.P. Sondhi had already died at the time of the transaction, which was concealed from him and he understood that original sanction plan, in no circumstance could be legally obtained and alleges that intentionally, false representations were made by the alleged persons and he was induced to part away with Rs. 30 lacs, as part consideration for the sale of property in question. As per the complainant he requested alleged no. 1 and 2 that since alleged no.3 represented that he had purchased the property from the original



allottee and he has the documents in his favour, he should get the will probated in his name in order for the sanction to be provided by DDA or return the money taken from him. The complainant alleges that instead of complying, the alleged persons started evading him and he eventually served a notice on them in the year 2001. The complainant submits that in the year 2002, alleged no. 1 and 2 again reassured him that they had no malafide intention and he should wait for alleged no.3 to return from abroad and he agreed to consider the same as he had already given the payment but on the condition that alleged no. 2 would hand over copy of power of attorney executed in his name by alleged no. 3 so that he could approach the concerned authority and take up the case to get the mutation done. However, the complainant submits that alleged no.2 refused for the same, and having no other option, he lodged a complaint with Commissioner of Police and also informed Shivalik Housing Society about the same.

5. The complainant further explained that in March 2010, alleged no. 1 to 3 again met him and informed him that they have moved an application for mutating the property in their name, however, in June 2010, he got to know that the alleged persons had actually sold the property to one Navneet Dawar, who further sold it to one Neeraj Bhatia. The complainant alleges that the alleged persons misrepresented and induced him to part away with part sale consideration amount; forged the GPA, concealed a material fact that original allottee had expired and therefore, they committed offence u/s 403/405/406/415/416/420/467/468/471 IPC”

5. Learned counsel for petitioner contends that the alleged amount of Rs.30,00,000/- was paid not to the petitioner but to the co-accused, though admittedly, it is the petitioner only who had signed the receipts of the said amount. Learned counsel submits that the said amount of Rs.30,00,000/- was forfeited because the complainant did not pay the balance amount in time. But admittedly, no such notice of forfeiture was issued by the petitioner.



2026:DHC:824



6. Learned counsel for petitioner also contends that in fact, the said amount of Rs.30,00,000/- was received by the co-accused and that the present petitioner only signed the receipts at request of co-accused because the petitioner was unwell.

7. As noted by the learned Court of Sessions, execution of the Agreement to Sell between the parties is not in dispute. The petitioner and the co-accused allegedly represented that they had Power of Attorney executed by the original allottee, so they would ensure the transfer of property to the complainant. But the original allottee had already expired, so the Power of Attorney allegedly executed by him remained no more in operation and the petitioner admittedly accepted Rs.30,00,000/- from the complainant towards part payment. After examining the entire record, the Court of Sessions arrived at a view that the material on record establishes a *prima facie* case against the petitioner to proceed with the trial, so there was no valid reason to interfere with the order passed by the trial court whereby the petitioner and co-accused were summoned to face trial for offence under Section 420/120B IPC.

8. Admittedly, the said amount of Rs.30,00,000/- received by the petitioner has not been refunded by him to the complainant and also admittedly, no forfeiture notice was issued. It could have been a case of gross injustice had the petitioner returned the said amount to the complainant, and that would have been a situation justifying interference of this Court on the basis of inherent powers. Rather, as noted above, the

CRL.M.C. 845/2026

Page 5 of 6 pages

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2026:DHC:824



petitioners and co-accused had actually sold the subject property to another person, who further sold it to another person.

9. In view of above discussion, I do not find it a fit case to invoke inherent powers, thereby allowing backdoor entry to a second revision petition filed by the petitioner.

10. The petition is completely frivolous, so dismissed with cost of Rs.15,000/- to be deposited online by petitioner with www.bharatkeveer.gov.in within one week. Copy of this order be sent to the trial court for information and compliance.

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(JUDGE)**

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