



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

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Reserved on: 30th October, 2025

Pronounced on: 09th February, 2026

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CRL M.C. 4560/2018

AMIT GOYAL

S/O LATE SH. J.G. GOYAL

R/O H.NO. 32/103, FIRST FLOOR,

SECTOR-3, ROHINI, DELHI

.....Petitioner

Through: Mr. Amit Chadha, Sr. Advocate with
Mr. Jugal Bagga, Mr. Atin Chadha,
Ms. Munisha Chadha, Mr. Harjas
Singh Chhatwal and Mr. Dhruv
Tomar, Advocates.

versus

1. **STATE**

THROUGH STANDING COUNSEL,
CHAMBER NO.442,
DELHI HIGH COURT,
NEW DELHI-110003

2. **BALDEV SAPRA**

S/O LATE SH. C.D. SAPRA

R/O D-105, VIKAS PURI,

DELHI-110018

.....Respondents

Through: Mr. Shoaib Haider, APP with
Inspector Govind Singh.

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CRL.M.C. 2843/2023, CRL.M.A. 10670/2023

DHARMENDER YADAV

S/O - Late Shri Dev Dutt Yadav

R/O - H.No. A- 2/ 48, Hastal Road,

Uttam Nagar, Delhi

.....Petitioner



Through: Mr. Salman Hashmi, Ms. Sana Hashmi, Mr. Zeeshan Hashmi and Mr. Sheezan Hashmi, Advocates.

versus

1. **STATE OF NCT OF DELHI**
S.H.O., P.S. Uttam nagar

2. **BALDEV SAPRA**
S/O LATE SH. C.D. SAPRA
R/O D-105, VIKAS PURI,
DELHI-110018

.....Respondents

Through: Mr. Shoaib Haider, APP with Inspector Govind Singh. Mr. Amit Chadha, Sr. Advocate with Mr. Jugal Bagga, Mr. Atin Chadha, Ms. Munisha Chadha, Mr. Harjas Singh Chhatwal and Mr. Dhruv Tomar, Advocates for R-2.

CORAM:
HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

J U D G M E N T

NEENA BANSAL KRISHNA, J.

1. The aforesaid two Petitions have been filed under Section 482 of the Code of Criminal Procedure, 1973 (*hereinafter referred to as "CrPC"*) on behalf of the **Petitioners/Amit Goyal and Dharmender Yadav** seeking quashing of FIR No. 229/2013 under Sections 420/467/468/471/120B/34 of the Indian Penal Code, 1860 (*hereinafter referred to as "IPC"*) registered at P.S. Uttam Nagar.

Case of the Complainant/Respondent No.2:

2. The brief facts of the case as per Respondent No.2/Complainant, **Baldev Sapra**, are that he has been manufacturing pressure cookers in his



factory at Uttam Nagar, Delhi, for over 25 years. During this time, he developed close relations with local residents, including **Petitioner/Dharmender Yadav**, whom he had known for nearly 20 years. It is stated that about 1.5 years prior to the Complaint, the Complainant shifted his factory to Hastal Industrial Area. Even after the shift, Petitioner/Dharmender Yadav, continued to visit him frequently.

3. It is stated that Petitioner/Dharmender Yadav introduced the Complainant to one, **Deepak Goel, resident of Rohini**, a property dealer, who along with his associates and his wife, **Mrs. Chanchal Goel**, regularly visited the Complainant and gradually gained his trust. The Complainant was shown Deepak Goel's office, staff including Sushil Sati, Mukesh Meena and Neha), documents, and properties, all of which created an impression of a well-established and genuine property business.

4. It is further stated that in **October 2011**, Deepak Goel, with assurances from Petitioner/Dharmender Yadav, proposed the sale of his residential property at **Pocket H-32, Sector-3, Rohini**. Upon inquiring about the sale, Deepak Goel stated that he would soon be moving out of this property to a *Kothi*. Trusting the representations of Deepak Goel and assurances from Petitioner/Dharmender Yadav, the Complainant agreed to purchase the **ground floor and third floor with roof rights** for a total consideration of **Rs. 1.38 crore**. At the moment, the Complainant also gave Rs.15 Lakh as advance amount/*bayana*. On **15.10.2011**, the Complainant further gave them Rs.30 Lakh in cash. After that on 20.10.2011, the Complainant gave Rs.25 Lakh in cash. Furthermore, on 24.10.2011, the Complainant handed over the balance payment of Rs.38 Lakh to Deepak



Goel in front of Petitioner/Dharmender Yadav through Cheque No. 750706 drawn on ICICI Bank Rajouri Garden.

5. It is further stated that the Complainant along with Deepal Goel, Petitioner/Dharmender Yadav and their associated went to the Sub-Registrar's office where signatures, thumb impressions, and formalities were completed. Sale deeds were later handed over. The Sub-Registrar confirmed about the money transaction from the Complainant and Deepak Goel.

6. Thereafter, upon reaching the office of Deepak Goel, the Complainant handed over the entire previous chain of documents. There, Deepak Goel got the Complainant introduced through his phone, to one **Amit Goel** who claimed himself Deepak Goel's brother, who confirmed that the papers are absolutely fine and Partition deed has been made between the two brothers.

7. **Amit Goel** confirmed that First floor and Second floor, are in his name, while the Ground floor and Third floor with roof right, is in the name of Deepak Goel.

8. Subsequently, Deepak Goel and Dharmender Yadav persuaded the complainant to purchase **four additional floors** belonging to **Yamini Aggarwal**, Deepak Goel's sister-in-law, in Rohini. The total consideration ran into several crores. The Complainant paid large sums as earnest money and further instalments through cash and cheques. Sale deeds were shown as executed, and original documents were handed over.

9. Thereafter, in **January 2012**, the *Complainant*, through his Company, **Sapra Impex (P) Ltd**, purchased another property at **Pocket 4A, Sector-23**, for **Rs. 1.5 crore**, again based on representations made by Deepak Goel and Petitioner/Dharmender Yadav. The property was later, allegedly sold by Deepak Goel for a total sum of **Rs. 4.11 crore**, out of which Rs.1.5 crore



was transferred to the Complainant's Company, while the remaining amount was promised at the time of final sale deed, which never materialized.

10. Despite repeated follow-ups, Deepak Goel and Petitioner/Dharmender Yadav avoided execution of sale deeds and payment of remaining amounts. Upon verification from the Sub-Registrar's office, the Complainant discovered that the documents were forged.

11. Thus, it is stated that *Deepak Goel, Petitioner/Dharmender Yadav, Yamini Aggarwal, Manoj S/o Shyam Prasad, Sushil Sati, Chanchal Gael W/o Deepak Goel, Mukesh Meena, Rahul Gupta, Neha and Petitioner/Amit Goel, brother of Deepak Goel* have cheated the Complainant and gained crores of Rupees, by making fake papers & e-Stamp papers, thereby also causing loss to the Government.

12. *The FIR No. 229/2013 was lodged under Section 468/34/471/420/467 IPC at P.S. Uttam Nagar.*

Contentions of the Petitioner, Amit Goyal:

13. It is submitted that the Petitioner/Amit Goyal, is a law-abiding citizen and is residing at *House No. 32/103, First Floor, Sector-3, Rohini, Delhi.*

14. It is submitted that the said FIR was lodged by the Respondent No.2/Complainant against the Petitioner's brother and his associates. The Petitioner had no concern whatsoever with the alleged property transaction between his brother and the Complainant and was neither involved in nor responsible for the preparation of any alleged forged document.

15. Although the Petitioner was named as an accused in the FIR, the Chargesheet filed before the Court of the Ld. MM placed his name in Column No. 11 of the main Chargesheet.



16. The Complainant and the Petitioner's brother, Mr. Deepak Goyal, were business partners engaged in real estate ventures in Jaipur, other parts of Rajasthan and Delhi. As per the prosecution case itself, both were Directors and shareholders in three Companies, namely *M/s S & G Innovators Pvt. Ltd.*, *M/s Suma Build Tech Pvt. Ltd.*, and *M/s Corporate Textile Pvt. Ltd.* The present FIR dated 07.05.2013 was registered pursuant to a Complaint dated 18.04.2013 filed by Mr. Baldev Sapra under Sections 420/467/468/471/120-B/34 IPC against the Petitioner's brother and other accused persons including the Petitioner.

17. It is submitted that after a lapse of more than four years, a supplementary Chargesheet dated 19.08.2017 was filed only with respect to co-accused *Mukesh Meena*. Notably, the said supplementary Chargesheet does not reflect any pending investigation against the Petitioner.

18. The Petitioner was arrested on 15.07.2018 and produced before the Ld. MM. On the same day, the dispute between *the Petitioner and the Complainant* was amicably settled for a sum of Rs. 23,00,000/-. Furthermore, the Petitioner thereafter filed his second Bail Application before this Hon'ble Court. Taking note of the settlement between the parties, this Court extended interim protection to the Petitioner till 26.09.2018 and granted liberty to move an appropriate application in terms of the Complainant's statement recorded on 15.07.2018.

19. Thus, the Petitioner has preferred the present Petition seeking quashing of the FIR and proceedings emanating therefrom, on the **grounds** that the dispute between the Complainant and the Petitioner stands amicably settled, as recorded in the statement of the Complainant before the Ld. MM. The Petitioner was earlier arrested and released on interim bail till



encashment of the cheque/DD issued to the Complainant. The entire settled amount of **Rs.23,00,000/-** has now been paid, and no amount remains outstanding. After full settlement and payment, continuation of criminal proceedings against the Petitioner would serve no purpose and would result in unnecessary incarceration and harassment.

20. It is also submitted that the Chargesheet as well as supplementary Chargesheets have been filed and the investigation stands completed.

21. Furthermore, even after a detailed investigation, no specific role has been attributed to the Petitioner except that he allegedly spoke to the Complainant over the phone. Even as per the Prosecution's case, the Petitioner only stated that he was the owner of the **1st and 2nd floors**, while the co-accused Deepak Goyal owned the **ground and 3rd floors**, which is correct. The floors owned by the Petitioner, are not the subject matter of the present FIR.

22. The Petitioner has been regularly appearing before the Ld. Trial Court since 2013 and has already faced trial proceedings for more than **five years**, causing him considerable hardship.

23. Reliance is placed on Gian Singh vs. State of Punjab & Anr., (2012) 10 SCC 303, which clearly recognizes the power of the High Court to quash criminal proceedings even in non-compoundable offences where the dispute is predominantly civil in nature and stands fully settled, and where continuation of proceedings would amount to abuse of process of law.

Contentions of the Petitioner, Dharmender Yadav:

24. It is submitted that the allegations in the Complaint are that the Complainant purchased certain properties through one Deepak Goel, who was introduced by the Petitioner to the Complainant and allegedly, he acted



as a broker. It is alleged that forged sale deeds and e-stamps were used and that the Sale Deeds were not actually registered.

25. It is submitted that during the Petitioner's Bail proceedings, the parties entered into a *settlement before the Mediation Centre, Tis Hazari Courts, on 17.09.2013, pursuant to which the Petitioner paid a sum of Rs. 30,00,000/- to Respondent No.2/Complainant.* As per Clause 8 of the Settlement, Respondent No.2 agreed to cooperate and give no objection to the quashing of the FIR after receipt of the settled amount. Furthermore, Clause 9 of the Settlement clearly provides that no dispute shall survive between the parties and that no further proceedings shall be pursued in relation to the subject FIR.

26. The Petitioner was granted Bail *vide* Order dated 25.02.2014, wherein the settlement and the statement of Respondent No.2 were duly recorded. Despite full compliance by the Petitioner, Respondent No.2 has failed to cooperate or give consent for quashing of the FIR.

27. It is submitted that the conduct of Respondent No.2 in continuing the criminal proceedings despite settlement, is contrary to the terms of the agreement and amounts to abuse of the process of law.

28. The Petitioner has already returned the alleged wrongful gain, and therefore, no purpose would be served by continuation of the proceedings. The settlement also received judicial recognition through the Bail Order dated 25.02.2014 passed by the Ld. ASJ, West District, Tis Hazari Courts, Delhi. On 27.09.2022, the Petitioner applied for a certified copy of the complainant's statement recorded before the Mediation Centre.

29. The **grounds** seeking quashing are that the dispute has been amicably settled and the Petitioner has fulfilled all obligations under the settlement.



Moreover, Respondent No.2 is bound by the settlement, to cooperate in quashing of the FIR.

30. Status Report has been filed by the Respondent/State wherein the facts of the Complaint are reiterated. It is stated that the cheating of Rs.30 crore took place in a very organized manner under the leadership of Deepak Goyal, who is the main master mind and head of the gang. Furthermore, more than 100 forged stamps of different government offices/officers, were recovered from the possession of Deepak Goyal.

31. It is also submitted that the accused Deepak Goyal, brother of the Petitioner had already sold the ground floor of the *property No. H-32/103, Sector-3, Rohini, Delhi* to one, Rajender Singhal prior to the deal with the Complainant.

32. Furthermore, the Petitioner/Amit Goyal, is the brother of the main accused Deepak Goel.

33. The Petitioner/Amit Goyal hatched conspiracy with his brother Deepak Goyal (co-accused) persons. Several set of partition deeds pertaining to the *property No. H-32/103 Sector-3, Rohini Delhi* were prepared on the e-stamps papers of same serial number. These Partition Deeds were submitted before *Dena Bank at Maya Puri Branch, Punjab and Singh Bank at Peera Garhi Branch and State Bank of Bikaner and Jaipur at New Rohtak Road, New Delhi* for obtaining loan, prior to the dealing with Complainant. At the time of dealing with Complainant, these papers were still mortgaged with the concerned bank.

34. The role of the **Petitioner, Amit Goyal** is detailed as under:

- a. A partition deed was executed between Deepak Goyal and the Petitioner and was registered at the office of *Sub-*



Registrar, Pitampura, Delhi. Upon comparison of the certified copy obtained from the Sub-Registrar with certified copies received from Dena Bank, Punjab & Sindh Bank, and State Bank of Bikaner and Jaipur, it was revealed that the petitioner, in connivance with main accused Deepak Goyal, prepared multiple sets of partition deeds on similar stamp paper numbers. The partition deeds submitted to the banks and the complainant were not identical to the registered deed. These forged partition deeds were used for mortgage and inducement purposes. The Petitioner had already availed loan from State Bank of Bikaner and Jaipur, New Rohtak Road Branch, by mortgaging the property documents prior to dealing with the Complainant.

- b. Several partition deeds were submitted to different banks, and one such deed was also handed over to the complainant on the same e-stamp paper number, clearly indicating forgery not only of the partition deeds but also of the e-stamp papers used therein.
- c. The 1st and 3rd floors of *property No. H-32/103, Sector-3, Rohini, Delhi* were mortgaged with State Bank of Bikaner and Jaipur, New Rohtak Road, since 07.01.2010 by Shri Amit Goyal, proprietor of Ridhi Cosmetic, with an outstanding MOD balance of Rs. 83,67,590/-.
- d. The Petitioner and his brother Deepak Goyal prepared and executed four forged partition deeds in respect of the said property and on their basis availed loans from (i) State Bank



of Bikaner and Jaipur, (ii) Punjab & Sindh Bank, Peera Garhi, and (iii) Dena Bank, Mayapuri. Despite subsisting mortgages, the said floors were sold to the complainant.

- e. The Petitioner actively assured the complainant that the partition deeds were duly executed, genuine, and that the title was clear. This being the first transaction between the parties, such assurance is recorded in the FIR itself.

35. Furthermore, the Petitioner had full knowledge of and actively participated in all transactions between the Complainant and co-accused. The cheated amount was credited into the personal account of the Petitioner and accounts of Companies wherein his brother, mother, and other family members were directors.

36. The Petitioner is charged with serious offences, including Section 467 IPC, punishable up to life imprisonment.

37. Furthermore, the **Petitioner/Dharmender Yadav** is named in the FIR and a specific role has been attributed to him therein. He acted in connivance with co-accused, Deepak Goyal and others, to cheat the complainant and to fabricate forged documents.

38. The Petitioner/Dharmender Yadav is a beneficiary of the cheated amount.

39. Seven accused were declared absconders *vide* order dated 31.01.2018 and four accused were declared proclaimed offenders *vide* order dated 26.07.2018, including *Smt. Santosh Kumari, mother of the Petitioner (proceedings abated)*. Co-accused Deepak Goyal, brother of the Petitioner/Amit Goyal, was declared a proclaimed offender *vide* order dated



20.02.2019 passed by the learned ACMM, Dwarka Courts, New Delhi, and is presently in judicial custody.

40. Ld. Trial Court (JMFC-08, South-West, Dwarka Courts) *vide* order dated 19.07.2024 framed charges against accused **Deepak Goyal, Hemant, and Anil** under Sections 420, 120-B, 34, 467, 468, 471 IPC, and against **Chanchal Goyal** under Sections 420, 120-B, 34 IPC.

41. *Lastly, to sum up, it is submitted that the nature of allegations, are serious wherein charges of forgery of stamps and sale deeds.*

Submissions heard and record perused.

42. The Chargesheet had been filed against Petitioners/Amit Goyal and Dharmender Yadav along with other accused under Sections 420/467/468/471/120B/34 IPC.

Case of the Petitioner, Amit Goyal:

43. As per Chargesheet, the allegations against Petitioner/Amit Goyal are as under:

*“... There, **Deepak Goel** had arranged a talk with a person whose name he told me was **Amit Goel**, and told me that he is the **brother of Deepak Goel**. He also told me that the **papers are all correct**. A **partition deed** has been executed between us. **Amit Goel** told me that the **first and second floor are in his name**, and the **ground and third floor with roof right are in the name of Deepak Goel**.*

***Deepak Goel** has delivered to me the **original conveyance deed and original partition deed**. I asked about the **sale deed**, which was executed today, and he told me that after **4 days**, the sale deed would be sent to my office/factory by **Sushil**. In this manner, I executed the **sale deed of Plot No. 103, Pocket H-32, Sector-3 in my favour** and returned back. **Dharmender Yadav** also came with me.*



The property H-32/103 has four floors, and a partition deed was made in which the ground and third floors came into the share of Deepak Goel, and the first and second floors came into the share of Amit Goel.

Amit Goel knows that he has also mortgaged his share (first and second floor), H-32/103, Sector-3, Rohini, Delhi with State Bank of Bikaner & Jaipur, New Rohtak Road, near Liberty Cinema. Proceedings under Section 82 Cr.P.C. have been issued against the accused Amit Goel, resident of Column No. 1.1, which by the orders of ASJ Ms. Pinki,...

Amit Goel has received the cheated amount by Deepak Goel, the details are as under:

S. No.	Date	From	To	Amount (Rs.)
1.	27.03.2012	Lakshaya Realcon Pvt. Ltd.	Amit Goel	8,00,000/-
2.	17.01.2012	Balaji Unique Builders Pvt. Ltd.	Amit Goel	20,00,000/-
3.	02.03.2012	Amit Goel	Balaji Unique Builders Pvt. Ltd.	5,75,000/-
4.	30.03.2012	Amit Goel	Deepak Goel	15,76,977/-
5.	20.09.2012	Amit Goel	Lakshaya Realcon Pvt. Ltd.	6,00,000/-
6.	01.03.2013	Amit Goel	Balaji Unique Builders Pvt. Ltd.	10,90,000/-
7.	29.04.2013	Amit Goel	Balaji Unique Builders Pvt. Ltd.	11,00,000/-
8.	22.05.2013	Amit Goel	Rahul Gupta (Driver & Gang Member of Deepak Goyal)	3,20,000/-
9.	10.04.2013	Sharnam Realtors Pvt. Ltd.	Amit Goel	2,99,000/-

44. From the allegations reproduced above, it emerges that Petitioner Amit Goyal was the owner of the first and second floors of the property bearing Plot No.103, Pocket H-32, Sector-3, Rohini, Delhi, while Deepak Goel, who is main accused, was the owner of ground and third floors (with



terrace rights) of said property. They had partitioned the property *vide* a registered Partition Deed. Deepak Goel had sold his portion of the property, i.e. ground and third floors (with terrace rights) to the Complainant.

45. Evidently, the only allegations against Petitioner/Amit Goyal are that, when he was asked, he did not disclose about the mortgage and the encumbrance of the first and second floors of the property in question. The agreement for sale was in regard to ground and third floors, belonging to his brother, Deepak Goel.

46. It is further significant to observe that Petitioner/Amit Goyal and the Complainant entered into a settlement and Rs.23,00,000/- have already been returned by the Petitioner/Amit Goyal to the Complainant. This settlement is reflected in Bail Order dated 09.08.2018 (Bail Appln. 1883/2018) of a co-ordinate Bench of this Court, whereby Petitioner/Amit Goyal was granted interim Bail. The relevant portion of the said Order is as under:

“Mr. Mohan, the learned counsel for the petitioner submits that the petitioner himself is a witness to the mortgage of the property; that the first and second floor was never mortgaged. Instead, it was the ground and third floor of the property bearing No. 103, Pocket H32, Sector 3, Rohini, New Delhi, against which a Bank Loan was sanctioned and it is the ground and third floor of the property, which was purported to be sold by Mr. Deepak Goel to the complainant. He further submits that the petitioner is innocent and has nothing to do with the matter. In any case, Rs. 23 lacs, which were transferred into his account, have been repaid to the complainant. He submits that the petitioner has nothing to do with the sale transaction of the property and Rs.23 lacs credited into his account was with respect to other business transaction between his company and the company of Mr. Deepak Goel.

Issue notice.

*Mr. Chadha, the learned Additional Public Prosecutor accepts notice on behalf of State. Status Report be filed before the next date.
Re-notify on 26.09.2018.*



The interim protection available to the petitioner shall continue till the next date of hearing on the same terms. It will be open to the petitioner to move an appropriate application in terms of the statement of the complainant recorded by the Trial Court on 15.07.2018.”

47. Furthermore, on similar reasoning, the Petitioner/Amit Goyal was granted regular Bail by this Court, on 22.02.2022.

48. Considering the nature of allegations against him and also that the matter has been amicably settled between Petitioner/Amit Goyal and the Complainant and also that even though the Complainant was present throughout, he has not contested the present Petition, Chargesheet and FIR No.0229/2013 under Sections 468/34/471/420/467/120B/34 IPC, registered at P.S. Uttam Nagar, Delhi stand **quashed**.

Case of the Petitioner, Dharmender Yadav:

49. As per Chargesheet, the allegations against Petitioner/Dharmender Yadav are as under:

“Out of these people, there is one who is living at A-2/48, Uttam Nagar, New Delhi-110059. The family of the said person knows me from about the last 30 years because my factory was in a residential area and I had to shift my factory. About one and a half years back, I shifted my factory to Plot No. 37, Hastal Industrial Area, Pocket-D.

Dharmender Yadav often visits me even today. About 1.5 years back, he introduced me to his friend namely Deepak Goel, and he told me that he resides in Rohini and is running a good property business. Deepak Goel and Dharmender often visit me at my factory.

After a gap of one or two days, they would spend much time with me. After 10–12 days, one boy came along with Deepak Goel and Dharmender Yadav, and Deepak Goel introduced him as Sushil Sati, and told me that he is his right-hand man and deals in all his property work. He handles all his property business.

...



*After that, **Deepak Goel, Dharmender Yadav, and Sushil Sati** often visited me and mixed with me in a few days. One day, **Deepak Goel and Dharmender Yadav** came to me and said, "Uncle ji, if you want to invest some money at Rohini, there is a good proposal." I told them that I would tell them after consulting with my family members.*

*After consulting with my wife, she told me that first of all I should do **satisfaction at the office of Deepak Goel**. Next day, I along with my wife came to the office of **Deepak Goel** at **A-2/32-33, 1st Floor, Sector-5, Rohini, Delhi-110085**.*

*One day, about in the **first week of October 2011**, **Deepak Goel, Dharmender Yadav, and Sushil Sati** came to me at my factory. **Deepak Goel** gave me the proposal that **both the floors in which he resides at H-32, Sector-3, Plot No. 103**, he wants to sell the same.*

*Therefore, he said that he wants to sell the same because **Dharmender Yadav is between us**, and in the market nobody knows about the same. On this, **Dharmender Yadav** told me and gave me confidence that, "Uncle ji, if you purchase both the floors, I will take all the responsibility and guarantee whatsoever.*

*I told them that I would reply after consulting with my family members. After consulting with my wife, she said that I know **Dharmender Yadav since 20 years** and he is like my son, and I should make it clear to him. On the next day, I called **Dharmender Yadav** at my factory and asked him whether I should purchase both the floors or not. Then **Dharmender Yadav** made me confident and said that I should purchase both the floors and that he will appear before the **Sub-Registrar** as a witness, and that it is his responsibility from any side.*

*After hearing all that, I had full confidence and said yes to purchase both the floors. On the next day, **Dharmender Yadav, Deepak Goel, and Sushil Sati** came to me at my factory and the deal of both the floors (ground floor without roof right and third floor with roof right) of **Pocket H-32, Plot No. 103, Sector-3, Rohini** was finalized for **Rs. 1,38,00,000/- (Rupees One Crore and Thirty-Eight Lacs)**. I gave **Rs. 15 lacs** as an earnest money to **Deepak Goel** at that time, and they left after taking the same.*

*...
The date fixed for the execution of sale deed was **24.10.2011**. On **15.10.2011**, I again gave **Rs. 30 lacs cash** to **Deepak Goel and Dharmender Yadav** at my factory. After that, on **20.10.2011**, I gave **Rs. 25 lacs cash** to **Dharmender Yadav and Deepak Goel**.*



After that, on **24.10.2011**, I reached the office of **Deepak Goel, A-2/32-33, 1st Floor, Rohini**, along with **Dharmender Yadav**. There I met **Deepak Goel, Sushil Sati, Mukesh Meena, and Neha**. These persons were waiting for me and **Dharmender Yadav**.

I asked **Deepak Goel and Sushil Sati** whether they had ordered **e-stamp papers** for the **ground floor and third floor** of **Plot No. 103, Pocket H-32, Sector-3, Rohini**. Then **Sushil Sati and Deepak Goel** replied that **I (Sushil Sati) and Neha** have typed the same, because I do the typing work in front of mine.

At that time, I gave the **balance amount of Rs. 35 lacs** vide **Cheque No. 750706**, drawn on **ICICI Bank, Rajouri Garden**, to **Deepak Goel** in the presence of **Dharmender Yadav**.

...

On this, **Dharmender Yadav** told me, "Do not worry, Uncle ji. I have signed and put my thumb impression as a witness." **Rahul Gupta** has signed and put his thumb impression as a witness along with **Dharmender Yadav**. **Deepak Goel and I** have also signed and put our thumb impressions in the court.

Thereafter, all of us reached the office of **Deepak Goel**. There, **Deepak Goel** gave me the **whole chain of papers (last)**. There, **Deepak Goel** arranged a talk with a person whose name he told me was **Amit Goel**, and told me that he is the **brother of Deepak Goel**. He also told me that the papers are **all correct**.

A **partition deed** has been executed between us. **Amit Goel** told me that **first floor and second floor** are in my name, and **ground floor and third floor with roof right** are in the name of **Deepak Goel**.

...

Deepak Goel called me at his office **Plot No. 103, Pocket H-32, Sector-3, Rohini**, for tea. I was also told that I have to come with **Dharmender Yadav**. I, along with **Dharmender Yadav**, reached his office. There, **Sushil Sati, Neha, and Mukesh Meena** were doing their work as usual. They told me and **Dharmender** to sit on the **first floor** and said that **Deepak** would come in a few moments.

...

On this, **Deepak Goel, Dharmender Yadav, and Yamini Aggarwal** told me that all right, but I have to see **four floors** and then say something. Thereafter, all of us—**Deepak Goel, Dharmender Yadav, Sushil Sati, Yamini Aggarwal, and I**—came down.



*I, along with **Sushil Sati**, left in my car, and **Deepak Goel**, along with **Dharmender Yadav** and **Yamini Aggarwal**, left in his car to see the **four floors**, whose details are as under:*

*Block F-16, Plot No. 25, Sector-5, 2nd and 3rd Floor, 120 sq. mtr.
Block H-5, Plot No. 89, Sector-18, Rohini, 2nd Floor without roof right, 96 sq. mtr.*

*These floors were **lying vacant**, and the **keys** were in the custody of **Deepak Goel** and **Sushil Sati**.*

...

*On the next day morning, in the presence of **Deepak Goel**, **Yamini Aggarwal**, **Dharmender Yadav**, and **Sushil Sati**, the deal for the **four floors** with **Yamini Aggarwal** was finalized in rates mentioned hereunder:*

*Pocket F-19, Plot No. 25, Sector-5, 2nd and 3rd Floor with roof right, 120 sq. mtr. = Rs. 66.5 lacs
Pocket F-19, Plot No. 25, Sector-8, 2nd and 3rd Floor without roof right, 120 sq. mtr. = Rs. 66.5 lacs
Pocket I-5, Plot No. 89, Sector-18, Rohini, 2nd Floor without roof right, 90 sq. mtr. = Rs. 60 lacs
Pocket A-5, Plot No. 51, Sector-16, Floor without roof right, 90 sq. mtr. = Rs. 60 lacs*

...

*Thereafter, while going, Yamini Aggarwal told me that because Deepak Goel is her brother-in-law, the payment of the four floors would be made to him. I was told that on that day she would execute the sale deed after signing it in my favour in the Sub-Registrar Office, and I agreed to the same, and **Dharmender** made me believe.*

*Thereafter, I paid **Rs. 25 lacs** as **earnest money** to **Yamini Aggarwal** in the presence of **Deepak Goel**, **Dharmender Yadav**, and **Sushil Sati** at my factory, and the date fixed for the **sale deed** was **11.11.2011**.*

...

*Thereafter, I gave **Rs. 40 lacs** to **Deepak Goel** and **Dharmender Yadav** in front of **Sushil Sati** on 03.11.2011, and paid **Rs. 45 lacs** on 06.11.2011, and **Rs. 35 lacs** on 10.11.2011.*

*On **10.11.2011**, when **Deepak Goel** came for taking payment at my factory, then I asked about the **e-stamp**. He told me, in front*



of Dharmender Yadav and Sushil Sati, that the e-stamps had been obtained, Neha was doing the typing in the office, and Sushil would check all that, and that tomorrow I have to come to execute the sale deed.

...

Dharmender Yadav and Mukesh Meena completed the proceeding of sale deed by signing and putting their thumb impression over this sale deed as witnesses. Thereafter, I and Dharmender Yadav returned back.

... ”

50. Essentially, what emerges is that Petitioner/Dharmender Yadav had been accompanying the owner of the property in question, during the negotiations of their purchase by the Complainant. He was also a witness to some of the sale documents. Essentially, nature of allegations against him was that he had given assurance and confidence to the Complainant, about authenticity of the transactions.

51. It is also pertinent to observe that Petitioner/Dharmender Yadav has entered into a settlement with the Complainant with Mediated Settlement dated 17.09.2013 before the Mediation Centre, Tis Hazari, Delhi and has paid Rs.30,00,000/- to the Complainant and on the basis of this Settlement, he had also been granted interim Bail *vide* Order dated 25.02.2014 of the Ld. ASJ. The relevant portion of the said Order is as under:

“It is submitted by both the parties that the matter has been settled at the Mediation Centre on 17.09.2013, and as per the terms of settlement, the entire settled amount has been paid to the complainant Sh. Baldev Sapra.

The complainant has stated that he shall return the cheque of Rs. 30,00,000/- and the mortgage deed in respect of property bearing No. A-2/48, Uttam Nagar, New Delhi, to Dharmender Yadav within two days.



It is submitted by the learned counsel for the accused that interim bail was granted by Ms. Pinki, Ld. ASJ, vide order dated 18.09.2013, and a prayer is made for confirmation of the interim bail.

The complainant Sh. Baldev Sapra has stated that he has no objection if the interim bail of accused Dharmender Yadav is confirmed, as he has received the entire settled amount. A separate statement of the complainant has been recorded.

Keeping in view the above-narrated facts and the statement made by the complainant Baldev Sapra, the interim bail of accused Dharmender Yadav is hereby confirmed.”

52. Considering his role, as defined in the Chargesheet, and the fact that the matter has been amicably settled between the Petitioner/Dharmender Yadav and the Complainant and also that, even though the Complainant was present throughout, he has not contested the present Petition, Chargesheet and FIR No.0229/2013 under Sections 468/34/471/420/467/120B/34 IPC, registered at P.S. Uttam Nagar, Delhi stand **quashed**.

Conclusion:

53. Both Petitions along with pending Applications, are **allowed**.

54. The pending Applications are disposed of, accordingly.

**(NEENA BANSAL KRISHNA)
JUDGE**

FEBRUARY 09, 2026

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