



2026:DHC:1975



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

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Reserved on: 17th December, 2025

Pronounced on: 10th March, 2026

+ **CRL.M.C. 5205/2018, CRL.M.A. Nos. 34010/2018, 10446/2024,
11687/2024 and 37715/2025**

DIMPY NANGIA

W/o Shri Narender Nangia

R/o B-124, Sarvodaya Enclave

New Delhi.

.....Petitioner

Through: Mr. Ramesh Gupta, Sr. Advocate
with Mr. Shailendra Singh, Mr. Ishaan
Jain and Mr. Surya Pratap Singh,
Advocates.

versus

1. **THE STATE**
Government of NCT of Delhi
Delhi.

2. **RAVINDER PAL SINGH**
S/o Inderjeet Singh
R/o D-60, Fateh Nagar,
Jail Road,
New Delhi.

.....Respondents

Through: Mr. Shoaib Haider, APP for the State.
Mr. Jaspreet Singh, Advocate for R2.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

J U D G M E N T

NEENA BANSAL KRISHNA, J.



1. Petition under Section 482 of the Code of Criminal Procedure, 1973 (*hereinafter referred to as 'Cr.P.C.'*) has been filed on behalf of the **Petitioner, Dimpy Nangia** for setting aside CC No.11274/2016 under Section 138 of the Negotiable Instruments Act, 1881 (*hereinafter referred to as 'NI Act'*) and proceedings emanating therefrom.

2. **Brief facts** are that **Respondent No.2, Ravinder Pal Singh** had filed CC No.11274/2016 under Section 138 NI Act against the Petitioner Dimpy Nangia in respect of dishonour of cheque No.538630 of Rs.50,00,000/- dated 21.08.2008 drawn on Punjab & Sind Bank. On the averments that Accused / Petitioner, Dimpy Nangia had entered into an Agreement to Sell in respect of builder property bearing *No.N-25 and N-26, Village Rajpur Khurd, Hargobind Enclave, Near Chhattarpur, New Delhi.*

3. On 30.05.2008, the Petitioner had received a sum of Rs.20,00,000/- via Pay Order from the Complainant as earnest money. Receipt of the same was duly prepared and signed by the Petitioner. Rs.5,00,000/- had also been received by the Petitioner in cash on 30.10.2008 against the sale consideration, which was duly acknowledged by her. However, she did not come forward to execute the documents in favour of the Complainant. Legal Notice dated 26.07.2010 was issued by the Complainant for execution of sale documents, but there was no response from the Petitioner. Subsequently, corrigendum Notice was issued in 06.05.2010 for correcting the name of the Complainant, which had been inadvertently mentioned incorrect.

4. At last, Petitioner entered into a Mutual Settlement / Memorandum of Understanding ("*MOU*") dated 21.08.2010 with the Complainant, wherein she agreed to settle the matter and issued a cheque of Rs.50,00,000/- dated



21.08.2008 drawn on Punjab & Sind Bank to the Complainant, which was double the amount of earnest money paid by the Complainant. Petitioner assured that the said cheque may be presented after a few days, after which it would be honoured. However, on presentation, the cheque got dishonoured and returned unpaid on 26.10.2010 with remarks 'Refer to Drawer' with Bank Memo dated 27.10.2010. *Complaint under Section 138 NI Act was thus filed by the Complainant against the Petitioner / Accused.*

5. After being summoned, the Petitioner / Accused filed a Complaint dated 08.03.2016 for discharge on the ground that Complainant was a member of gang of cheats and thugs, whose kingpin was one Harjinder Pal Singh (Complainant's brother). It was claimed that Petitioner's husband had approached Harjinder Pal Singh in the year 2007 for a loan of Rs.70,00,000/- at the instance of one Pawan Saini, who had given an advertisement in the newspaper about easy loans being available without any mortgage etc.

6. The Petitioner in the present Petition has explained that around the year 2007 when her husband was facing financial crisis in his business, he unfortunately fell in the trap of members of the crime syndicate whose king pin happens to be the brother of the Respondent No. 2 herein, who introduced themselves as private money lenders. The husband of the Petitioner was lent a sum of Rs.70 lakhs in July, 2007 and after deducting heavy interest upfront, he was given Rs.63,70,000/- by Harjinder Pal Singh, elder brother of the Complainant, who was subsequently identified as a Bank Guarantor. The husband of the Petitioner in 2008, took a further short term loan of Rs.7,40,000/- which was given by Harjinder Pal Singh *vide* Pay



Order dated 30.05.2008 drawn on Punjab & Sindh Bank, Tilak Nagar, Delhi. Harjinder Pal Singh had made him sign cheque.

7. In the year 2009, it was discovered that Harjinder Pal Singh had committed breach of trust, forgery and cheating etc. against the Petitioner's husband in respect of his valuable immovable properties. Harjinder Pal Singh was not only an anti-social element but also a habitual criminal who has been convicted and has been behind bars for his various criminal acts.

8. It was found that Harjinder Pal Singh in criminal conspiracy with the Complainant and one Mr. Mehta, Advocate (Notary Public) and one Jagjit Singh (brother-in-law / *sala* of Harjinder Pal Singh) in connivance duped, robbed, cheated and swindled innocent persons, who were in need of money and exploited their situation by taking from them and their family members documents like blank signed cheques; blank signed stamp papers of various denomination; registered power of attorneys with respect to the immovable properties and some blank signed papers duly at the bottom by way of security against lending them various amounts.

9. Petitioner, her husband and her family members have been similarly cheated and their properties have been usurped by the Complainant along with his brother Harjinder Pal Singh and other accomplices, by making them sign and affix thumb impressions on blank cheques, stamp papers, power of attorneys and blank papers. Those blank cheques and stamp papers have been misused and converted by the Complainant in his favour for unjust enrichment and gains.

10. In 2012, it was found that Respondent along with his brother-in-law, Jagjit Singh and H.S. Mehta, had not only converted the blank signed papers and stamp papers into the Agreement to Sell dated 30.05.2008, Special



Power of Attorney, Receipts, etc., in respect of *property No. 64, IMT, Manesar, Sector-6, Gurgaon* but also fraudulently fabricated and forged the Agreement to Sell reflecting sale consideration as Rs.30 lakhs along with receipt w.r.t. property *No. N-25 & N-26 admeasuring 300 sq. yds. at Hargobind Enclave, near Chhattarpur New Delhi.*

11. A MOU allegedly pertaining to sale transaction of the aforesaid plot was also prepared. Pursuant to the illegal acts and conspiracy, they filled a figure of Rs.50 lakhs on the blank signed cheque, which was given on 30.08.2005 by the Petitioner to Harjinder Pal Singh, but mentioned the date as 21.08.2010. This cheque was presented for encashment after which the Complaint under Section 138 NI Act was filed.

12. FIR No.0236/2013 under Sections 420/467/468/471/120B IPC has been registered by Delhi Police at P.S. EOW. The impugned cheque in the present Complaint was also part of interim Chargesheet, which has been filed by EOW and is pending trial in the Court of learned ACMM, Saket.

13. The FSL, Delhi has given a Report dated 02.12.2015 wherein it is opined regarding the forged Agreement to Sell dated 30.05.2008 that writing signatures were executed beneath the type writing. It is clearly proved that it was blank papers which had been dishonestly converted into Agreement to Sell.

14. The forged Agreement to Sell was further supported and improved upon by another forged document, namely, an MOU/Mutual Settlement dated 21.08.2010. This forged MOU claims that the Petitioner had agreed to refund Rs.50 lakhs *vide* cheque dated 21.08.2010 drawn on Punjab & Sindh Bank. The MOU is typed on a plain piece of paper whereas the MOU has rendered the Agreement to Sell dated 30.05.2008 a nullity and a new



liability of Rs.50 lakhs has been created by Respondent No. 2 and Harjinder Pal Singh on the Petitioner. It clearly shows that because Respondent No. 2 and Harjinder Pal Singh ran out of blank stamped papers signed and given by the Petitioner at the time of taking loan on 30.05.2008 they, resorted to using simple signed paper to create an MOU/Mutual Settlement Agreement dated 21.08.2010, is a forged document.

15. Petitioner / Accused claimed that her husband has already paid more than Rs.1,50,00,000/- to Harjinder Pal Singh by way of repayment of loan with interest. However, Harjinder Pal Singh has illegally and fraudulently by fabricating the documents has sold the property worth more than Rs.5 crore belonging to the husband and family members of the Petitioner. Complainant is one of the beneficiary of this illegal sale of the property, for which money has been pocketed and shared amongst four accused persons namely Harjinder Pal Singh, Ravinder Pal Singh, H.S. Mehta and Jagjit Singh, as mentioned in FIR No.0236/2013.

16. Complainant's claim that alleged amount of Rs.50 lakh had been given to her by way of impugned cheque is incorrect, as the cheque has been found to be forged and fabricated by CFSL and Fingerprint Bureau. The alleged agreement showing repayment/ compromise has also been found to be forged and fabricated. The Accused claimed that she does not owe even a single penny to the Complainant; rather the bank account of Complainant's brother has been frozen by EOW, Delhi in FIR No.0236/2013. Entire documents including impugned cheque and Agreement etc., including the documents, on the Complainant has relied in the Complaint under Section 138 NI Act, have been impounded and seized by EOW, Delhi Police.



17. Present Complaint was just a counter-blast in an exercise to summon, harass and drag the Petitioner to face the trial in a cheque bounce case. Hence, Petitioner has sought discharge and dismissal of the Complaint under Section 138 NI Act.

18. It is further submitted that CRL.M.C. 1855/2015 had been had been filed by the Petitioner in this Court for quashing of CC No.2551/2010 under Section 138 NI Act, but the same was dismissed with the observations that in the arguments, the point of framing of Notice under Section 251 Cr.P.C. were concluded and personal appearance of the Petitioner may not be insisted by the Co-ordinate Bench of this Court *vide* Order dated 05.05.2015.

19. Discharge Application, filed by the Petitioner, was dismissed by learned MM *vide* Order dated 13.10.2016, which was challenged by the Petitioner in CRL. REV. P.56364/2016, but the same also got dismissed. Another, CRL.M.C. 2913/2017 had been filed by the Petitioner in this Court, but the same was dismissed as withdrawn on 24.07.2018.

20. Petitioner / Accused again filed Petition under Section 482 Cr.P.C. for quashing of Complaint under Section 138 NI Act. It is submitted that earlier CRL.M.C.2913/2017 had been withdrawn by the Petitioner on 24.07.2018, but after that there has been new development, wherein Police has filed Status Report on 23.08.2018 in FIR No.0831/2014 under Sections 420/120B IPC, registered at P.S. Hari Nagar, Delhi and has recommended that proceedings under Section 182 IPC be initiated against the Complainant Ravinder Pal Singh on the ground that he in conspiracy with other, had forged documents regarding property of the Petitioner / Accused and on the basis of these documents had got the case registered against Mr. Narender



Nangia (Petitioner's husband) by misrepresenting and concealing true facts to the Police as well as the Court.

21. The impugned cheque, which is subject matter of NI Act, is part of FIR and Police is seized of the forged document. It has been found by the Police after thorough investigations that the Petitioner has no liability and once the matter is being dealt in FIR No.0831/2014, there is no question of proceeding further in the Complaint under Section 138 NI Act. Hence, Petition has been filed for quashing of the Complaint under Section 138 NI Act and all proceedings emanating therefrom.

22. Reference has been made to Subramaniam Sethuraman vs. State of Maharashtra, 2004(13) SCC 324, wherein Hon'ble Apex Court has held that only remedy for the accused to seek discharge is to file a Petition under Section 482 Cr.P.C. It is further submitted that in FIR No.0831/2014 under Sections 420/120B IPC, registered at P.S.: Hari Nagar, Delhi, a Cancellation Report has already been submitted. Complaint under Section 138 NI Act, on identical facts, cannot be allowed to be continued, as a weapon of harassment.

23. Reliance has been placed on Pepsi Foods Ltd. vs. Judicial Magistrate, AIR 1998 SC 128.

24. The **Petitioner has sought the quashing of this Criminal Complaint under Section 138 NI Act on the ground** that the narration of facts in the Complaint under Section 138 NI Act and the documents on the face of it, neither inspire confidence with respect to their veracity nor is it believable in the normal course of human conduct of business. If the Agreement to Sell dated 30.08.2005 claims that the Petitioner has given possession and original documents to the Respondent to bring alleged buyer,



but on realising that he would not be able to prove his possession after 30.05.2008 and also would not be able to prove custody of the original title document of the subject property. He as an afterthought gave a Legal Notice dated 26.07.2010 and its corrigendum demanding original documents of the property and the possession thereof.

25. In the forged Agreement to Sell dated 30.05.2008, it is mentioned that Rs.20 lakhs had been given and a balance of Rs.10 lakhs was to be given by 30.11.2008. The forged MOU dated 21.08.2010 mentioned that Rs.5 lakhs has been given on 30.10.2008. Once again, it is a situation where a normal and rationally human being would find it difficult to comprehend as to why would an individual pay more money in spite of the fact that the other party is not executing the Sale Deed. It further emerges from the Complaint that pre-summoning evidence of the Respondent that he had allegedly paid a sum of Rs.17,60,000/- in cash out of Rs.25,00,000/- to the Petitioner herein and the cheque of Rs.50 lakhs had been allegedly issued on account of her not executing the Sale Deed in favour of the Respondent. It is asserted that because of non-execution of the Sale Deed, it was alleged that she was liable to return double the earnest money as per Paragraph 11 of the forged Agreement to Sell.

26. It is alleged that the Respondent has given no proof of the amount of Rs.17,60,000/- though being paid in cash was available with him in his book of accounts, bank accounts, etc. In the absence of any such supporting proof with respect to the cash allegedly paid by the Respondent to the Petitioner herein. The only inference of the judicial notice can be taken is that such amounts are unaccounted transaction and thus illegal.



27. It is further claimed that the learned Trial Court grossly erred in dismissing the Application under Section 258 Cr.P.C. seeking discharge of the Petitioner. This Order of dismissal dated 13.10.2016 was assailed before the learned ASJ in Criminal Revision Petition No. 56364/2016.

28. The grounds on which the Order dated 12.05.2017 has been challenged is that the Complainant has illegally, fraudulently, improbably misused the blank cheque which has been thoroughly investigated by EOW and it has been found that a fraud has been played by the Respondent No. 2. The Status Report dated 23.08.2018 in FIR No. 0831/2014 under Section 421/120B IPC recommended proceedings to be initiated against the Complainant under 182 CPC.

29. The cheque which is the subject matter of the Complaint under Section 138 NI Act had been seized along with the other documents and it has been found that the Petitioner has no liability. Once this issue has already been dealt in FIR No. 0831/2014, there is no question of further proceeding in the Complaint under Section 138 NI Act. Valid credit has to be given to the Cancellation Report under Section 173 Cr.P.C. filed by the Police in regard to the alleged transaction Complaint by Respondent No. 2/Complainant herein.

30. In the case of M/s IKF Technologies Limited (supra), it has been observed that in an appropriate case if on the face of the documents which are being on suspicion or doubt which are placed by Accused then the accusations against him cannot stand. It would be travesty of justice if Accused is relegated to trial and is asked to prove his defence before the learned Trial Court.



31. It is stated that the findings of the learned Trial Court that the Petitioner has taken a loan of Rs.63,70,000/- from the brother of the Complainant against which he had issued the cheque in question is factually incorrect. The jurisdictional error has been committed in not appreciating the Cancellation Report filed by the Police in FIR No.0831/2014.

32. It has not been appreciated that the story put forward by Respondent No. 2 to claim cheque of Rs.50 lakhs is essentially a civil dispute because the entitlement to double the earnest money is a claim which needs to be adjudicated as held by the Supreme Court in the case of Kailash Nath, (2015) 4 SCC 136, that where a sum is named in a contract as a liquidated amount payable by way of damages, the party complaining of breach can receive reasonable compensation as liquidated amount only if it is a genuine pre-estimate of damages fixed by both the parties and found to be such by the Court.

33. The essential ingredient of Section 138 NI Act, i.e. existing debt payable is conspicuously absent in the entire transaction. The Petitioner has been subjected to miscarriage of justice by virtue of the impugned Order dated 12.05.2017. *Hence, a prayer is made that the Complaint under Section 138 NI Act be quashed.*

34. **Written Submissions have been filed by the Respondent No. 2,** who has stated that two earlier quashing Petitions in this Complaint have been dismissed in Crl. M.C. No. 1855/2015 *vide* Order dated 08.09.2017 and Crl. M.C. 2913/2017 *vide* Order dated 24.07.2018. The Revision Petition filed by the Petitioner for discharge under Section 397 Cr.P.C. has been dismissed in Criminal Revision No. 56364/2016. The Discharge Application under Section 258 Cr.P.C. has also been dismissed *vide* Order dated



13.10.2016. Despite this, there is a second Application for discharge which is pending before the learned Trial Court for arguments.

35. The Revisional Court in its Order dated 12.05.2017 has already dealt with the issues of FSL Report, Status Report, Cancellation Report, issuance of cheque in question and signatures of the Petitioner. The Complainant is a victim and is being projected as a culprit, even though he is not involved in any of the FIRs except frivolous FIR No. 236/2013 lodged by the husband of the Petitioner and that too, has been lodged by forum shopping and concealing two Police Closure Reports. The Petitioner's husband's Court cases for registration of FIR, are pending in Punjab and Haryana High Court and JMIC Court.

36. It is stated that the present Criminal Case under Section 138 NI Act, is arising out of MOU for property transaction between the Petitioner and Respondent No. 2, for Rs.30 lakhs. The documents have been duly executed, which were witnessed by husband of the Petitioner, Narendra Nagia and were duly notarized. Initially a payment of Rs.25 lakhs was received by the Petitioner from Respondent No. 2 including a Pay Order of Rs.7.40 lakhs, which was encashed in her account, but she sold the property to some other person only for Rs.7 lakhs, and the copy of Agreement for Rs.7 lakhs, was filed on record.

37. It is claimed that there is no adverse Report for MOU received from FSL and Finger Print Bureau, despite these documents having been sent for analysis. The Respondent No. 2 also got the Report from Truth Lab, Delhi which proved the MOU as genuine. A *Closure Report* has been filed in FIR No. 0831/2014 lodged by the Complainant against the Petitioner and her



husband. The Respondent No. 2 has already filed a Protest Petition against the Closure Report, before the Court of ACMM which pending adjudication.

38. The Police has not recommended initiation of proceedings in the Complaint Case of the Respondent No. 2, under Section 138 NI Act. The Petitioner has subsequently moved an Application under Section 340 Cr.P.C. against Respondent No. 2 in his FIR No. 831/2014 in which the Closure Report has already been filed, Therefore, the Application under Section 340 Cr.P.C., is not maintainable.

39. The concerned IO has filed its Report wherein the proceedings under Section 182 IPC, have been proposed. The IO is acting in connivance with Petitioner and her husband. The Closure Report has not been recommended as per law and the concerned Court has not accepted the same. These are only the tactics in order to evade the rightful claim of Respondent No. 2.

40. The Petitioner has not appeared before the Trial Court despiteailable warrants, warnings, cost, Attachment Order to recover cost and even the Notice has not been framed against her. During the past years, she has already availed the remedy through two quashing Petitions, without success.

41. All the defenses taken by the Petitioner in her Application under Section 258 Cr.P.C., are required to be proved by leading evidence. The issuance of cheque in question and the signatures thereon, are not in dispute. The Revisionist has failed to respond to Legal Notice dated 01.11.2010 under Section 138 NI Act. Therefore, there is sufficient material available for framing of Notice under Section 251 Cr.P.C.



42. It is further claimed that the FSL Report dated 02.12.2015 relied upon by the Petitioner are not the final word on the authenticity of these documents. They are not incontrovertible or unimpeachable or admitted documents of the Complainant and are required to be proved during the trial.

43. *It is, therefore, submitted that the present Petition is not maintainable as per law and is an abuse of process of law and delay tactics. Therefore, the present Petition be dismissed with costs.*

Submissions heard and record perused.

44. The Petitioner perused and sought the quashing of the Complaint under Section 138 NI Act on the ground that the cheque in question along with various blank papers and signed stamp papers, had been taken by the husband of the Complainant, on the false pretext of getting the loan and the same had been subsequently manipulated into the cheque in question, which is not legal.

45. At the outset, it is well settled that the inherent jurisdiction under Section 482 Cr.P.C. is to be exercised sparingly and only in cases where the Complaint, on the face of it, does not disclose the commission of any offence or where continuation of proceedings would amount to abuse of process of Court. The Court is not required to conduct a mini trial or evaluate disputed facts or defense evidence, at this stage.

46. In the present case, the issuance of the cheque and the signatures of the Petitioner thereon, are not disputed. The principal defence of the Petitioner is that *the cheque was a blank signed instrument* which was misused by the Complainant and that the underlying documents, are forged.



47. The Petitioner has made a reference to *FIR No.0831/2014* wherein various documents which had been used for creating the Agreement to Sell, were seized by the Police and **had been found to be forged and fabricated** and *the Closure Report has already been filed*, against which the Protest Petition is pending. The claim of the Petitioner is that the cheque in question was also amongst those documents, which have been found to be forged and fabricated.

48. However, it is pertinent to note that the Petitioner had filed Crl. M.C. No. 1855/2015 and Crl. M.C. 2913/2017 for quashing of the Complaint and for discharge, but the same have already dismissed in *vide* Order dated 08.09.2017 and 24.07.2018, respectively. The discharge Application filed by the Petitioner, has also met with dismissal.

49. The Complainant herein has explained that the impugned cheque is not the subject matter of the documents, in respect of which two FIRs have been registered. The MOU dated 21.08.2010 has been executed and the cheque in question has been given in terms of the MOU, which has got nothing to do with the documents, which were the subject matter of the two FIRs.

50. The multiple rounds of litigation undertaken by the Petitioner to somehow get the discharge or quashing of the Complaint, has proved to be futile in the present case.

51. It has been rightly contended that the signatures on the cheque, have not been questioned. The rest of the documents having been manipulated or that the MOU was also forged and fabricated, are all defences of the Petitioner, which she is liable to prove during the trial.



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52. Considering the aforesaid circumstances, there is no merit in the present Petition, which is **dismissed**.

53. Pending Application(s), if any, are accordingly disposed of.

(NEENA BANSAL KRISHNA)
JUDGE

MARCH 10, 2026/N/R/VA