

GJGS020020472025



Order Below Exhibit – 1
in Criminal Inquiry No. 99 / 2025

1. The complainant has instituted the present private complaint inter alia alleging that opponent No.1 had agreed to sell his agricultural land situated adjacent to the land of the complainant and that pursuant to such understanding, an amount of Rs.3,500/- was paid by the complainant to opponent No.1 towards token consideration. It is further alleged that despite such understanding, opponent No.1 subsequently entered into a transaction with opponent No.2 and refused to execute the proposed sale transaction in favour of the complainant. On the basis of the said allegations, it is contended that the opponents have committed offences of cheating, criminal breach of trust and other allied offences and therefore, appropriate criminal action is required to be initiated against them.
2. The complainant was examined on oath under Section 223 of the Bharatiya Nagarik Suraksha Sanhita, 2023. Thereafter, this Court deemed it proper to conduct an inquiry under Section 225 of the Bharatiya Nagarik Suraksha Sanhita, 2023 and accordingly statements of witnesses namely Virabhai Naranbhai Chavda,

Rambhai Lakhabhai Rathod and Danabhai Karsanbhai Mer came to be recorded.

3. Upon careful consideration of the averments made in the complaint and the verification of the complainant, it transpires that the entire case of the complainant is founded upon an alleged oral understanding regarding sale of agricultural land. Admittedly, no written agreement to sell, Satakhat, notarized agreement, receipt or any other documentary evidence has been produced on record to establish the existence of a concluded contract between the parties. It is also not the case of the complainant that possession of the land in question was ever handed over to him pursuant to the alleged transaction.
4. A further scrutiny of the material available on record reveals inconsistencies regarding the terms of the alleged transaction. In the complaint it is stated that the remaining consideration amount was to be paid within six months and that a notarized writing was thereafter to be executed. However, in the verification before the Court, the complainant has stated that token amount was to be arranged within five days, that a notarized writing was thereafter to be executed and that the balance amount was to be paid within fifteen days. Thus, the material particulars relating to the alleged transaction do not remain consistent throughout the complainant's version.
5. The evidence of inquiry witnesses also does not materially improve the case of the complainant. Witness Virabhai Naranbhai Chavda has merely

spoken regarding payment of Rs.3,500/- by the complainant to opponent No.1 and the discussion pertaining to the proposed sale. Witness Rambhai Lakhabhai Rathod has stated that the parties had gathered at the office of an advocate but opponent No.1 did not come for execution of documents. Witness Danabhai Karsanbhai Mer has also referred to the proposed transaction and payment of token amount. However, none of the witnesses has deposed regarding any fraudulent inducement, deception or dishonest representation made by any of the opponents at the inception of the alleged transaction.

6. At this stage, it is pertinent to note that the jurisdiction of the Court under Chapter XVI of the Bharatiya Nagarik Suraksha Sanhita, 2023 is confined to examining whether sufficient grounds exist for proceeding against the proposed accused. Mere failure to honour a promise or refusal to complete a transaction does not by itself constitute the offence of cheating. To attract criminal liability, the material on record must prima facie indicate that the accused possessed dishonest or fraudulent intention at the very inception of the transaction. Such intention cannot be presumed merely because the transaction subsequently failed or because one of the parties chose not to perform the alleged promise.
7. In the present case, even if the allegations contained in the complaint and the evidence recorded during inquiry are accepted at their face value, the same only indicate that negotiations had taken place between the parties

regarding sale of agricultural land and that the proposed transaction could not ultimately materialize. Except the allegation that opponent No.1 later decided to deal with another purchaser, there is no material available on record from which an inference can reasonably be drawn that opponent No.1 had any dishonest intention from the very beginning.

8. Likewise, the essential ingredients constituting criminal breach of trust are also absent. The material placed on record does not disclose any entrustment of property in the legal sense so as to attract criminal liability. The payment of Rs.3,500/- as token amount in relation to a proposed land transaction, by itself, does not satisfy the requirements necessary for constituting the offence of criminal breach of trust.
9. The overall tenor of the complaint, verification and inquiry evidence indicates that the grievance of the complainant arises out of a failed transaction concerning sale of immovable property. The dispute, therefore, appears to be predominantly civil in nature. Criminal law cannot be invoked for enforcement of contractual obligations or for settlement of disputes arising out of unsuccessful commercial or property transactions unless the necessary ingredients of a criminal offence are clearly disclosed.
10. Having regard to the allegations contained in the complaint, the verification of the complainant and the statements of witnesses recorded during inquiry under Section 225 of the Bharatiya Nagarik Suraksha Sanhita, 2023, this Court is of the considered opinion

that no sufficient ground exists for proceeding against the opponents. The material available on record fails to disclose the essential ingredients of the offences alleged by the complainant and no prima facie case warranting issuance of process is made out.

11. Accordingly, this Court finds that the present complaint deserves to be dismissed in exercise of powers under Section 226 of the Bharatiya Nagarik Suraksha Sanhita, 2023.

-:: ORDER ::-

- The complaint is hereby dismissed under Section 226 of the Bharatiya Nagarik Suraksha Sanhita, 2023, as no sufficient ground exists for proceeding against the opponents.

Pronounced and signed in an open Court today on 25th June, 2026.

Date : 25.06.2026

(A. V. Chaudhary)

Place : Veraval

Addi. Chief Judicial Magistrate,
Veraval.

Judge Code : GJ 01250