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

+ W.P.(CRL) 3242/2024 & CRL.M.A. 31300/2024 (for stay),  
CRL.M.A. 31939/2024

LALA RAM SHARMA & ORS.

.....Petitioners

Through: Mr. Neeraj Kr. Jha, Advocate.

versus

STATE OF NCT OF DELHI & ORS.

.....Respondents

Through: Mr. Sanjeev Bhandari, ASC for the  
State with Ms. Charu Sharma, Mr.  
Arjit Sharma, Mr. Vaibhav Vats and  
Mr. Nikunj Bindal, Advocates.  
SI Tej Singh, P.S.: S. B. Dairy.

**CORAM:**

**HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI**

**ORDER**

% **29.10.2024**

**CRL.M.A. 31299/2024**

Exemption granted, subject to just exceptions.

Let requisite compliances be made within 01 week.

The application stands disposed of.

**W.P.(CRL) 3242/2024**

By way of the present petition filed under Article 226 of the Constitution of India, the petitioners, who claim to be the owners-in-possession of the land comprised in Khasra Nos. 250 and 251 situate in Village : Shahbad Daulatpur, Prahlad Vihar, Sector 25, Rohini, New Delhi ('subject land') seek quashing of case FIR No. 698/2024 dated 26.09.2024 registered under sections 420/406/34 of the Indian Penal Code, 1860 ('IPC') at P.S.: Shahbad Diary, Delhi.



2. Learned counsel for the petitioners submits, that the subject land was subject matter of Bayana Agreement dated 08.08.2020 between the petitioners and respondents Nos. 2 to 4, whereby the petitioners had agreed to transfer to the said respondents about 4000 square yards of land for a total sale consideration of Rs.4.77 crores, which was to be paid over a period of 01 year.
3. Counsel submits however, that by reason of default on part of the said respondents in paying the sale consideration within time, the Bayana Agreement was abandoned and a subsequent Agreement to Sell dated 26.11.2020 was signed between the parties in the respect of the subject land, where the sale consideration was agreed to be Rs. 10,000/- per square yard; but the said respondents have only paid to the petitioners the sum of Rs.70 lacs and certain cheques issued by them have also been dishonoured.
4. In the circumstances, it is argued that despite it being the said respondents' fault, they have been demanding that the petitioners pay to them Rs.1.30 crores as 'compensation' for not having completed the sale transaction. Counsel submits, that the said respondents had even commenced pre-litigation mediation, which however failed, since the said respondents themselves did not participate in it; and no suit has been filed by them thereafter.
5. It is submitted that subsequently however, it transpired that with the intention of putting pressure on the petitioners to pay to them money which was not due, the said respondents made a complaint dated 26.09.2024 to the police alleging offences under sections 420/406/34 IPC against the petitioners.



6. Counsel submits, that quite apart from the fact that in the said complaint the said respondents have not disclosed the fact that there was an earlier Bayana Agreement dated 08.08.2020 between the parties, on a bare perusal of the subject FIR it will be seen that no cognizable offence is disclosed and the dispute between the parties is purely of a civil nature.
7. Counsel points-out, that no cognizable offence is made-out in the subject FIR, muchless offences under sections 420/406/34 IPC, since there is not even an allegation that the said respondents were induced by the petitioners into parting with any money; nor that there was any entrustment of money by the said respondents to the petitioners.
8. Counsel submits however, that the Investigating Officer has been calling for the petitioners' presence and has been taking action without even first ascertaining as to who holds the title and possession over the subject land.
9. Counsel further points-out, that in relation to a transaction that happened on 08.08.2020 and the subsequent transaction that happened on 26.11.2020, the complaint was filed by the said respondents only on 22.05.2023, in respect of which the subject FIR has been registered more than a year later, *i.e.* on 26.09.2024.
10. Counsel informs the court that petitioners Nos. 2 to 5 are government servants and would therefore face serious consequences if they are embroiled in a criminal case.
11. Upon being queried, counsel categorically states that the possession of the subject land continues to be with the petitioners; and that, in fact there is a boundary wall on the subject land with 04 electricity



connections all in the petitioners' names. Documents in support of the submissions have been appended to the present petition.

12. Issue notice.
13. Mr. Sanjeev Bhandari, learned ASC appears for the State on advance copy; accepts notice; and seeks time to file status report.
14. Upon being queried, the I.O. who is present in court, confirms that he has not ascertained as to who holds title over the subject land; but says, that as per his understanding a plot has been carved-out by the said respondents, which submission is refuted by the petitioners.
15. Mr. Bhandari further points-out, that even as per the documents appended to the petition, the petitioners do not hold 'title' to the subject land, since the documents only show that the petitioners are holding the land on a 'power of attorney' transaction.
16. Upon the petitioners taking steps, let notice be sent to respondents Nos. 2 to 4 by all permissible modes, returnable for the next date.
17. Let the notice indicate that status report/reply to the petition be filed within 06 weeks of service; response/rejoinder thereto, if any, be filed within 04 weeks thereafter, with copies to the opposing counsel.
18. On a *prima-facie* view of the matter, it appears that the dispute between the parties that is subject matter of the FIR is essentially of a civil nature and the I.O. has not examined the aspect of title and possession of the subject land.
19. In the circumstances, on instructions of the I.O., Mr. Bhandari submits that the investigation be permitted to be continued, and if any coercive steps are proposed to be taken by the I.O. against the petitioners, he



shall give to the petitioners a 10-day prior written notice, so that the petitioners may avail their remedies, in accordance with law.

20. The statement made by Mr. Bhandari is taken on record.
21. Re-notify on 30<sup>th</sup> January 2025.

**ANUP JAIRAM BHAMBHANI, J**

**OCTOBER 29, 2024**  
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