IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

R/CRIMINAL MISC. APPLICATION (FOR QUASHING & SET ASIDE FIR/ORDER) NO. 26244 of 2017

FOR APPROVAL AND SIGNATURE:
HONOURABLE MR.JUSTICE P. M. RAVAL

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Approved for Reporting	Yes	No
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BHAVESHBHAI CHAMPAKLAL MEHTA & ANR.
Versus
STATE OF GUJARAT & ANR.

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Appearance:
MR. SURAJ A SHUKLA(7185) for the Applicant(s) No. 1,2
MR NK MAJMUDAR(430) for the Respondent(s) No. 2
MR ROHAN SHAH, APP for the Respondent(s) No. 1

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CORAM:**HONOURABLE MR.JUSTICE P. M. RAVAL**

Date : 14/08/2026

ORAL JUDGMENT

1. Invoking jurisdiction of this Court under Section 482 of Criminal Procedure Code, 1973 (the Code) by this application, the applicants have prayed to quash the FIR being C.R. No. I-247 of 2017, dated 05.10.2017, lodged before Kamrej Police Station, Dist.:

Surat (Rural) for the offences punishable under Sections 406, 420, 465, 468, 471, 120B and 114 of the Indian Penal Code, 1860 (IPC).

2. The gravamen of the FIR is that *de facto* complainant had rented a Block No. 52 of Survey Nos. 65 and 66, admeasuring 3700 sq. mtr., situated at Village: Dhoran Pardi for a period of 30 years at the rate of Rs.18,000/- per month to the applicants herein with a condition to increase 10% annually by an Agreement, which, allegedly, the complainant did not even read out of trust upon the applicants. That, initially, the applicants used to pay Rs.10,000/- without any written note, however, when the Petrol-pump, constructed thereon, became functional, they paid Rs.18,000/- per month till 2013 and receipts were also collected through Manager. It is further alleged that despite *de facto* complainant having made repeated demands to the applicants, he was not provided with the copy of Rent Agreement and hence, the complainant procured a copy of the same from the office of Sub-registrar and found that the same was not according to the terms they agreed upon. It is further alleged that the applicant No. 1 committed fraud upon the complainant and deposited Rs.20,000/- in the account of the complainant, however, the complainant returned the said amount. Thereafter, Rs.5,000/- was also sent by the applicant No. 1 through post, however, the same also was returned by the complainant.

2.1 The FIR further alleges that on 16.03.2011, the applicants, by forging signature of the *de facto* complainant, applied for NA of the said land, and such fact of forged signature is confirmed by a private handwriting expert. It is further the case of the prosecution that applicant No. 2 carried out Rent Agreement with the signature of the *de facto* complainant for renting the premises for 97 years and therefore, the brother of the *de facto* complainant asked one Ranjitbhai Chaudhary about the same, who, in turn, replied that said Agreement was executed on 01.06.2020 and 5-7 stamp papers of Rs.5,000/- were also bought from one Kiritbhai.

2.2 It is further alleged that provisions of Section 63 of the Bombay Tenancy Act have not been followed before granting NA Permission and it is the complainant who is paying Rs.5,420/- to the Revenue Department. It is further alleged that the applicants also got done a mutation entry in the revenue record being Entry No. 3440 on 15.05.2015 in their names for the purpose of illegally obtaining the property, however, the said Entry came to be cancelled by the Mamlatdar and in appeal, the applicants failed.

2.3 Thus, the applicants - accused, in collusion with each other, presenting false facts and forged documents, committed fraud and criminal breach of trust, for which, FIR in question came to be registered.

3. Heard, learned advocate Mr. Suraj A. Shukla for the applicants, learned Additional Public Prosecutor Mr. Rohan Shah for the respondent No. 1 – State and learned advocate Mr. Rohan

Majmudar for learned advocate Mr. N. K. Majmudar for the respondent No. 2 - *de facto* complainant, at length.

3.1 The bone contention of the learned advocate for the applicants is that the ingredients of the offence alleged against the present applicants are not at all satisfied.

3.2 The learned advocate for the applicants would submit that on the contrary, the applicants are the victims of the act of the *de facto* complainant as the complainant wants to illegally evict and vacate the tenants for the purpose of selling the land in question.

3.3 The learned advocate for the applicants submitted that only because the applicants are the family members of other accused, they have been roped in the crime in question. It is submitted that otherwise, the *de facto* complainant was very much present before the office of the Sub-registrar while executing the Rent Agreement and thus, was fully aware of the facts. It is submitted that the Rent Agreement was handed over to the *de facto* complainant at the time of execution and thereafter, to the present applicants, which can be substantiated from the Possession Receipt produced on record. Further, it is submitted that the applicants have not committed any wrong but in fact, initially Survey No. 67 was given on rent, which, later on, was converted to Survey No. 52 and as the Collector asked for the copy of Agreement *qua* Survey No. 52 for granting permission, the *de facto* complainant himself executed the new Rent Agreement.

3.4 It is submitted that from the statements of the complainant before the Kamrej Police dated 27.12.2010 and before the Circle Officer dated 29.01.2011 regarding giving no objection for using the land for the purpose of petrol-pump, respectively, are perused it would clear that the complainant admits that the lands in question came to be given for 30 years and 97 years, respectively, and rent amount was fixed to Rs.5,000/- each.

3.5 The learned advocate for the applicants would submit that even NA Permission was also applied for by the *de facto* complainant himself, which fact can be crystallized from the Reply dated 06.01.2011 to the Circle Inspector and from the fact that NA order dated 18.04.2011 was received by the *de facto* complainant himself and thus, in the submission of the learned advocate for the applicants, the *de facto* complainant was fully aware of all facts.

3.6 It is further submitted that so far as application dated 16.03.2011 is concerned, it is only with a view to reopen the application dated 24.12.2010 seeking NA Permission as the said application was not decided within 60 days by the concerned authority.

3.7 The learned advocate for the applicants would submit that an application for Plan Sanction before the Town Planning Authority and before Gram Panchayat was also filed by the *de facto* complainant himself and the complainant was also present at the time of inauguration of the petrol-pump.

3.8 It is submitted that it is only with a view to remove the present applicants from the land in question from the legal tenancy, with ill intention, present proceedings are initiated and as a part thereof, the *de facto* complainant also sold the land in question to one Vinubhai Savaliya by way of a registered Sale Deed No. 3335/16 dated 15.02.2016.

3.9 The learned advocate for the applicants submitted that in fact, for vacating the land in question, the *de facto* complainant was threatening the applicants for which, a police complaint was also filed by the applicants and by a communication dated 11.03.2014, IGP, Surat Division, Surat, requested the SP, Surat (Rural) to take preventive measures against the complainant and others. The applicant No. 2 herein also made an application before the Kamrej Police Station on 06.04.2015 against the *de facto* complainant and others. Further, the applicant No. 2 has also filed a Civil Suit before the competent Court being Regular Civil Suit No. 40 of 2015 seeking direction to injunct the complainant from dispossessing the applicants their legal tenancy rights.

3.10 The learned advocate for the applicants would submit that so-called mutation entry was cancelled in view of the fact of the fact that civil suit is pending and it was not decided on merits.

3.11 It is submitted that the dispute, even otherwise, is of civil in nature which is being given a criminal colour.

3.12 Making such submissions, it is urged that present FIR and the consequential proceedings *qua* the applicants may be quashed and set aside as no *prima facie* case is made out against the present applicants.

4. *Conversely*, the learned Additional Public Prosecutor would, while opposing this application would submit that FSL Report reveals the signature of the *de facto* complainant is forged one and in the circumstances, it cannot be said this is a civil wrong and matter requires further investigation and accordingly, it is urged that this Court may not entertain this application at this stage.

5. The learned advocate for the respondent No. 2 - *de facto* complainant would submit that the applicants, by forging signature of the *de facto* complainant, preferred the NA application for the land in question and in the application dated 16.03.2011, as confirmed by the private handwriting expert, the signature of the complainant is forged one.

5.1 It is submitted that the fact of forged signature itself proves *mala fide* intention and ulterior motive of the applicants and in the circumstances, it cannot be said that this is a civil dispute being given a criminal colour and thorough investigation is required to be done in the matter so as to churn out the truth.

5.2 The learned advocate for the *de facto* complainant would submit that the applicants have not approached the Court with clean hands and have suppressed the material facts and thereby, misguided the Court.

6. The learned Additional Public Prosecutor as well as the learned advocate for the *de facto* complainant would further submit that as per the settled law of the land, inherent powers under Section 482 of the Code should be used sparingly and with a view to curb the abuse of process of law. He submitted that in the case on hand, a *prima facie* case is made out against the applicants and hence, they requested that it is ultimately a matter of trial after which, the truth could be churned out and hence, these applications may not be entertained and they urged to be dismissed.

7. Heard and considered the submissions advanced by learned advocates for the parties and carefully gone through the material placed on record as well as the papers of investigation.

8. Prior to assessing the factual matrix on the touchstone of criminal jurisprudence, it is apposite to reinforce the settled legal position governing the scope, ambit, and limits of the inherent

jurisdiction vested under Section 482 of the Code. The jurisprudential parameters regulating the exercise of this extraordinary power have been authoritatively catalogued by Hon'ble Supreme Court in a long line of precedents, chief among them being the authoritative in the case of ***State of Haryana v. Bhajan Lal [AIR 1992 SC 604]***. Therein, Hon'ble Supreme Court crystallized seven distinct, illustrative categories of cases where judicial intervention under Section 482 of the Code or Article 226 of the Constitution is necessitated to secure the ends of justice and clip any abuse of the process of Court. The relevant portion of Paragraph 102 of the said judgment is extracted below:

> "102. *In the backdrop of the interpretation of the various relevant provisions of the Code under Chapter XIV and of the principles of law enunciated by this Court in a series of decisions relating to the exercise of the extraordinary power under Article 226 or the inherent powers under Section 482 of the Code which we have extracted and reproduced above, we have given the following categories of cases by way of illustration wherein such power could be exercised either to prevent abuse of the process of any court or otherwise to secure the ends of justice, though it may not be possible to lay down any precise, clearly defined and sufficiently channelised and inflexible guidelines or rigid formulae and to give an exhaustive list of myriad kinds of cases wherein such power should be exercised.*
>
> > *(1) Where the allegations made in the first information report or the complaint, even if they are taken at their face value and accepted in their entirety do not prima facie constitute any offence or make out a case against the accused.*
> >
> > *(2) Where the allegations in the first information report*

and other materials, if any, accompanying the FIR do not disclose a cognizable offence, justifying an investigation by police officers under Section 156(1) of the Code except under an order of a Magistrate within the purview of Section 155(2) of the Code.

(3) Where the uncontroverted allegations made in the FIR or complaint and the evidence collected in support of the same do not disclose the commission of any offence and make out a case against the accused.

(4) Where, the allegations in the FIR do not constitute a cognizable offence but constitute only a non-cognizable offence, no investigation is permitted by a police officer without an order of a Magistrate as contemplated under Section 155(2) of the Code.

(5) Where the allegations made in the FIR or complaint are so absurd and inherently improbable on the basis of which no prudent person can ever reach a just conclusion that there is sufficient ground for proceeding against the accused.

(6) Where there is an express legal bar engrafted in any of the provisions of the Code or the concerned Act (under which a criminal proceeding is instituted) to the institution and continuance of the proceedings and/or where there is a specific provision in the Code or the concerned Act, providing efficacious redress for the grievance of the aggrieved party.

(7) Where a criminal proceeding is manifestly attended with mala fide and/or where the proceeding is maliciously instituted with an ulterior motive for wreaking vengeance on the accused and with a view to spite him due to private and personal grudge."

8.1 Evaluating the present applications on the anvil of the principles enunciated in ***Bhajan Lal (supra)***, this Court has to determine whether the allegations in the FIR, even when accepted at face value, satisfy the essential statutory ingredients of Sections 406, 420, 465, 468, 471, 120B and 114 of the IPC. This Court must ensure that criminal machinery is not permitted to degenerate into an engine of harassment where liability under criminal law is completely absent.

8.2 The FIR reveals that the accused created forged and fabricated documents relating to the property owned by the *de facto* complainant and thereby, though the *de facto* complainant had given the land for the purpose of petrol-pump only on lease of 30 years with monthly rent of Rs.18,000/- with 10% increase *per annum*, got NA Permission for the lands in question belonged to the *de facto* complainant wherein, in the application for NA, forged signature of the *de facto* complainant was made and that, mobile number that was of the applicant No. 1 was also shown.

8.3 Evaluating the rival contentions and analyzing the evidentiary record, the following facts emerge on record:

a) the issue involved in the matter is with regard to a land stated to have been property of the *de facto* complainant of which, land was given to the applicants herein on a lease of 30 years for the purpose of petrol-pump with monthly rent of Rs.18,000/- with 10% increase *per annum*;

b) indisputably, the Rent Agreement was entered into between the parties in the year 2010;

c) it is also an undisputed fact that the applicants were paying Rs.10,000/- monthly to the *de facto* complainant till the construction of the petrol-pump was underway and the *de facto* complainant also received the same;

d) it is also not in dispute that thereafter, that is after the petrol-pump became functional, the applicants paid Rs.18,000/- to the *de facto* complainant till December 2013;

e) further, it is also not in dispute that in the year 2014, the applicant No. 1 had deposited Rs.20,000/- in the account of the *de facto* complainant and thereafter Rs.10,000/- (*rupees five thousand each, twice*), however, the *de facto* complainant returned the said amount;

f) copies of photographs produced on record *vide* Annexure R/4 by the applicants with Additional Affidavit reveal clear presence of the *de facto* complainant during inauguration of the petrol-pump;

g) the FIR in question is of 2017, to be precise dated 05.10.2017, whereas, the present applicant No. 2 had preferred a complaint before the concerned police against the *de facto* complainant in the year 06.04.2015 *i.e.* prior to more than two years before the present FIR came to be lodged against the applicants;

h) admittedly, civil suit being Regular Civil Suit No. 40 of 2015 is filed by the present applicant No. 2 before the competent civil Court, which is also prior to the present FIR, which is of 2017;

i) to understand when these Sections of the IPC are legally "attracted," the prosecution must satisfy specific, distinct components known as essential ingredients. Here is the structured breakdown of the necessary ingredients for each section as mentioned in the FIR:

i.a) Section 406: Criminal Breach of Trust:

This section provides the punishment for "Criminal Breach of Trust" (which is defined under Section 405).

Ingredient 1*: The accused must be entrusted with property or with dominion (control) over that property.*

Ingredient 2*: The accused must dishonestly misappropriate, convert it to their own use, or use/dispose of that property.*

Ingredient 3*: Such disposal must be in violation of a direction of law prescribing how the trust is to be discharged,* *or any legal contract (express or implied) touching the discharge of the trust.*

***When it is attracted**: When someone lawfully gives something to hold or manage, and one dishonestly pockets it or violates the agreement to use it for oneself/one's own benefit.*

i.b) Section 420: Cheating and Dishonestly Inducing Delivery of Property:

Cheating is defined in Section 415; Section 420 is the aggravated form where property is delivered as a result.

***Ingredient 1**: Deception of a person by the accused.*

***Ingredient 2**: Fraudulent or dishonest inducement of that person to deliver any property to someone, or to consent to retain property.*

***Ingredient 3**: Mens Rea at Inception: The intention to deceive must exist at the very inception of the transaction. A mere breach of a promise later on does not equal cheating unless the bad intent was there on Day one.*

i.c) Section 465: Punishment for Forgery:

This is the basic offense of making a false document (defined under Sections 463 and 464).

***Ingredient 1**: The creation of a false document or false electronic record (or part of one).*

***Ingredient 2**: The intent must be to cause damage/injury to* *the public or any person, support a false claim/title, cause anyone to part with property, or commit fraud.*

i.d) Section 467: Forgery of Valuable Security, Will, etc.:

This is a severe, highly punishable form of forgery due to the nature of the document involved.

***Ingredient 1**: The elements of basic forgery (Section 465) must be present.*

***Ingredient 2**: The forged document must explicitly purports to be a valuable security, a will, an authority to adopt, or a document giving authority to receive money, principal, interest, or goods. (e.g., forging a land Sale Deed or a bank cheque).*

i.e) Section 468: Forgery for Purpose of Cheating:

***Ingredient 1**: The accused committed forgery.*

***Ingredient 2**: The accused did so with the specific intent that the forged document would be used to cheat someone.*

***Note**: The actual cheating does not need to be completed; the mere act of creating the fake document with the intent to cheat attracts this section.*

i.f) Section 471: Using as Genuine a Forged Document:

This section punishes the use of the fake document rather than its creation.

> ***Ingredient 1**: Fraudulent or dishonest use of a document as genuine.*
>
> ***Ingredient 2**: The accused must have knowledge or a definitive reason to believe that the document was actually forged.*
>
> ***When it is attracted**: If one knowingly hands a fake land entry or certificate to a government officer to claim an advantage, it triggers Section 471.*

j) so far as offence of criminal breach of trust is concerned, the accused must be entrusted with property or with dominion over that property, who must dishonestly misappropriate, convert it to their own use, or use/dispose of that property and that, such disposal must be in violation of a direction of law prescribing how the trust is to be discharged, or any legal contract (express or implied) touching the discharge of the trust. In the case on hand, there is nothing on record to suggest any such sort of act committed by the applicants inasmuch as, it is the case of the *de facto* complainant only that he had given the property/land in question on rent by executing a Rent Agreement upon monthly rent and the period prescribed for in the Rent Agreement. Further, the complainant has accepted that he was being given rent amount too. Thus, there is no question of breach of trust and thereby, invocation of provisions of such offence;

k) so far as offence of cheating is concerned, in ***Vesa Holdings Private Limited and Another v. State of Kerala and others, (2015) 8 SCC 293*** in Paragraph 12, the Apex Court held that every breach of contract would not give rise to an offence of cheating. Only in those cases breach of contract would amount to cheating where there was any deception played at the very inception. If the intention to cheat has developed later, the same cannot amount to cheating. In other words, for the purpose of constituting an offence of cheating, the complaint is required to show that the accused had fraudulent or dishonest intention at the time of making promise or representation. Even in a case where allegations are made about failure on part of the accused to keep his promise, in absence of a dishonest intention at the time of making the initial promise, no offence under Section 420 of IPC is made out. In the instant case, nothing such a sort *prima facie* appears on record to substantiate such a fact. Also, as noted earlier, the *de facto* complainant himself entered into a Rent Agreement and such fact is not denied by him. Further, FIR itself reveals that the *de facto* complainant received the rent amount from the applicants;

l) it is also not in dispute that the applicants and the *de facto* complainant are known to each other and merely, because the expert opinion denotes signature of the *de facto* complainant to be forged in the application for NA, the same straightway does not amount to forgery by the applicants inasmuch as, mere signature on the application for NA, it does not create any right, title or interest of the applicants over the property/land in question. Further, a perusal of the said application dated 16.03.2011 reveals that it bears a stamp “ReOpen” and that, it appears that it is an application to reopen earlier application dated 24.02.2010, as the same was not decided in a time-frame;

m) further, it may be that signature on the application for NA is forged, however, it is not the case that it is forged by the present applicants nor is there any evidence therefor;

n) it is well settled that a person does not commit forgery merely by executing a document asserting ownership or a right over a property, even if such claim is legally incorrect, disputed or ultimately found to be unsustainable. What is required is that the execution of the document itself must be fraudulent or dishonest. To constitute forgery, a person must dishonestly or fraudulently make, sign or execute a false document with the intention of causing it to be believed that the document was made, signed or executed by another person or under the authority of another person. A person signing a document in his own name, even while asserting an incorrect claim, does not thereby create a false document so as to attract the offence of forgery;

o) in the case of ***Sheila Sebastian v. R. Jawaharaj and Another etc., (2018) 7 SCC 581,*** more particularly, in paragraph 26 the Court held:

> *"26. The definition of "false document" is a part of the definition of "forgery". Both must be read together. 'Forgery' and 'Fraud' are essentially matters of evidence which could be proved as a fact by direct evidence or by inferences drawn from proved facts. In the case in hand, there is no finding recorded by the trial Court that the respondents have made any false document or part of the document/record to execute mortgage deedn under the guise of that 'false document'. Hence, neither respondent No.1 nor respondent No.2 can be held as makers of the forged documents. It is the imposter who can be said to have made the false document by committing forgery. In such an event the trial Court as well as appellate Court misguided themselves by convicting the accused. Therefore, the High Court has rightly acquitted the accused based on the settled legal position and we find no reason to interfere with the same."*

p) In ***Mohd. Ibrahim v. State of Bihar, reported in (2009) 8 SCC 751***, the Court held that, where a person executes a document claiming a property as his own, though such claim may ultimately be found to be incorrect, he is neither claiming to be someone else nor claiming to be authorized by another person. Therefore, execution of such a document, purporting to convey a property of which he is not the owner, does not amount to execution of a false document within the meaning of Section 464 IPC. If what is executed is not a false document, there is no forgery. If there is no forgery, the provisions of Sections 467 and 471 of the IPC would also not be attracted;

q) *i*n ***Delhi Race Club (1940) Ltd. and Others v. State of Uttar Pradesh and Another, 2024 (0) AIJEL-SC 73929 : 2024 (10 SCC 690***, the Court held that both offences *viz.* offence of cheating *viz-a-viz* the criminal breach of trust are independent and distinct. Two offences cannot coexist simultaneously in the same set of facts. They are antithetical to each other. The two provisions of the IPC (now BNS, 2023) are not twins that they cannot survive without each other;

r) it is settled principle of law that when financial terms like rent or the lease amount are explicitly written, any promise or subsequent oral testimony are legally impermissible in the Court because a valid lease falls under Section 107 of the Transfer of property Act and Section 17 of the Registration Act. As per Section 17 of the Registration Act must be in written and registered and hence, in the case on hand when valid agreement falls into this category, no direction or subsequent variation of the rent / lease amount can be approved or recognized by law. Under the circumstances, the contention of the learned advocate for the *de facto* complainant that one of the employees of the applicants is supporting that there was an Agreement of Rs.18,000/- per month to be paid for the entire leased property and therefore, execution of a lease deed for Rs.10,000/- per months for the entire leased property cannot be a valid ground. To buttress the argument of the learned advocate for the *de facto* complainant that the applicants had cheated by orally submitting more amount however, by executing the document granting lesser amount of lease per month. This aspect otherwise goes against the *de facto* complainant inasmuch as he accepted the amount paid by the applicants and even it is admitted by him in the FIR itself that he stopped taking amount of lease from the applicants and returned the amount deposited by the applicants in 2014 and thus, thus has not disputed the execution of the Rent Agreement, but has raised the dispute by lodging the present FIR only on 05.10.2017;

s) from a perusal of the FIR, it appears that the period of occurrence of offence is from 2010 till date *i.e.* the date of FIR. Thus, despite the *de facto* complainant having knowledge of such a position, he preferred to file the FIR in question only in 2017, precisely on 05.10.2017 and for such an exorbitant delay, there is no plausible explanation forthcoming on record. Though, the aspect of delay can be gone in to during trial however, considering other attended circumstances delay also hits to the root of the case as held in the case of ***Kishan Singh (Dead) Through LRs v. Gurpal Singh and Others, (2010) 8 SCC 775,*** the filing of belated FIR without any plausible explanation would amount to abuse of process of law. The Apex Court has, in no uncertain terms, observed that:

> *"In cases where there is a delay in lodging a FIR, the Court has to look for a plausible explanation for such delay. In absence of such an explanation, the delay may be fatal. The reason for quashing such proceedings may not be merely that the allegations were an afterthought or had given a coloured version of events. In such cases the court should carefully examine the facts before it for the reason that a frustrated litigant who failed to succeed before the Civil Court may initiate criminal proceedings just to harass the other side with mala fide intentions or the ulterior motive of wreaking vengeance on the other party. Chagrined and frustrated litigants should not be permitted to give vent to their frustrations by cheaply invoking the jurisdiction of the criminal court. The court proceedings ought not to be permitted to degenerate into a weapon of harassment and persecution. In such a case, where an FIR is lodged clearly with a view to spite the other party because of a private and personal grudge and to enmesh the other party in long and arduous criminal proceedings, the court may take a view that it amounts to an abuse of the process of law in the facts and circumstances of the case."* (Para 22)

t) there is an absolute lack of material demonstrating any criminality involved in the case on hand as only bare allegations without any proof therefor, are made in the FIR and that, the dispute appears to be solely of civil nature to which, criminal colour is tried to be given;

u) the record is completely barren of any evidence suggesting any forgery and/or false representation by the applicants or claiming the right over the property and thus, it cannot be said to attracting provisions of 406, 420, 465, 468, 471, 120B and 114 of IPC.

8.4 Tested on the aforesaid, none of the ingredients of the offences alleged are attracted in as much as it is not the case of the *de facto* complainant that he has not executed the Rent Agreement nor has he denied his signature thereon. The mere assertion that he did not go through the contents of the said agreement does not amount to any fraud, forgery or cheating that too after execution of the same, more particularly, despite he having received the rent amount initially. Further, so far as he having not signed the application for NA dated 16.03.2011 and FSL Report denoting his forged signature is concerned, at the same time, it is also not the case of the prosecution that the said signature is made by the applicants. Besides, out of total 10940 sq. mtr. of land, the *de facto* complainant has already sold 7204 sq. mtr. of land to some one else by way of registered Sale Deed dated 03.02.2016, where, admittedly, there is no averment with regard to ongoing litigation and/or dispute regarding the Rent Agreement. Thus, it is trite that, where a controversy is predominantly civil, criminal machinery cannot be allowed to degenerate into an engine of harassment. The impugned FIR is a classic case of malicious prosecution and a manifest abuse of the process of law, maliciously instituted with an ulterior motive to give a predominantly civil dispute a criminal cloak.

8.5 Hon'ble Supreme Court in ***Pradeep Kumar Kesarwani v. State of Uttar Pradesh [AIROnline 2025 SC 956]*** recently synthesized the jurisprudence governing Section 482 of the Code and formulated a strict four-step analytical framework to evaluate petitions seeking the quashing of criminal trials at their inception. The framework dictates:

> *"20. The following steps should ordinarily determine the veracity of a prayer for quashing, raised by an accused by invoking the power vested in the High Court under Section 482 of the CrPC:*
>
> > *(i) Step one, whether the material relied upon by the accused is sound, reasonable, and indubitable, i.e., the materials is of sterling and impeccable quality?*
> >
> > *(ii) Step two, whether the material relied upon by the accused, would rule out the assertions contained in the charges levelled against the accused, i.e., the material is sufficient to reject and overrule the factual assertions contained in the complaint, i.e., the material is such, as would persuade a reasonable person to dismiss and condemn the factual basis of the accusations as false.*
> >
> > *(iii) Step three, whether the material relied upon by the accused, has not been refuted by the prosecution/complainant; and/or the material is such, that it cannot be justifiably refuted by the prosecution/complainant?*
> >
> > *(iv) Step four, whether proceeding with the trial would result in an abuse of process of the court, and would not serve the ends of justice?*

> *If the answer to all the steps is in the affirmative, judicial conscience of the High Court should persuade it to quash such criminal proceedings, in exercise of power vested in it under Section 482 of the Cr.P.C. Such exercise of power, besides doing justice to the accused, would save precious court time, which would otherwise be wasted in holding such a trial..."*

8.6 Applying the aforementioned four-step test to the facts on hand, the case put up by the applicants is of unimpeachable quality rulling out the factual assertions contained in the FIR and the material, as such, cannot be justifiably refuted by respondents. The same cannot be lightly brushed aside by a Court of law, even at the preliminary stage of quashing.

8.7 If the decision in ***Kishan Singh (Dead) Through LRs, (supra)***, is revisited,

8.8 If the case on hand is adverted to, as noted herein above, there is a huge delay in lodging the FIR for which, no plausible reason is forthcoming on record.

8.9 Further, in the decision in ***Madhavrao Jiwaji Rao Scindia & Another etc. v. Sambhajirao Chandrojirao Angre & Others Others, AIR 1988 SC 709***, the Court held as under:

> ***"The legal position is well-settled that when a prosecution at the initial stage is asked to be quashed, the test to be applied by the court is as to whether the uncontroverted allegations as made prima facie establish the offence. It is***

> ***also for the court to take into consideration any special features which appear in a particular case to consider whether it is expedient and in the interest of justice to permit a prosecution to continue. This is so on the basis that the court cannot be utilised for any oblique purpose and where in the opinion of the court chances of an ultimate conviction is bleak and, therefore, no useful purpose is likely to be served by allowing a criminal prosecution to continue, the court may while taking into consideration the special facts of a case also quash the proceeding even though it may be at a preliminary stage. A case of breach of trust may be both a civil wrong and criminal offence. But there would be certain situations where it would predominantly be a civil wrong and may or may not amount to criminal offence. The instant case is one of that type where, if at all, the facts may constitute a civil wrong and the ingredients of the criminal offence are wanting".*** **(Para 7)**
>
> *(emphasis supplied)*

9. In view of the distinct absence of the essential ingredients required to attract Sections 406, 420, 465, 468, 471, 120B and 114 of the Indian Penal Code, 1860, forcing the parties to endure a full-fledged criminal trial, would be an exercise in futility, more particularly, the facts on hand constitute civil wrong lacking ingredients of afore-stated offences.

10. As a necessary corollary, this application succeeds and is hereby allowed. FIR being C.R. No. I-247 of 2017, dated 05.10.2017, lodged before Kamrej Police Station, Dist.: Surat (Rural) for the offences punishable under Sections 406, 420, 465, 468, 471, 120B and 114 of the Indian Penal Code, 1860 with all consequential criminal proceedings flowing therefrom, stands quashed and set

aside *qua* the present applicants only.

10.1 Rule is made absolute in the aforementioned terms.

10.2 It goes without saying that above observations are made for deciding the present application only, which shall have no bearing on any other litigation between the parties and the same shall be decided on its own merits.

10.3 **Direct service** is permitted.

[P. M. Raval, J.]

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