



NON-REPORTABLE
IN THE SUPREME COURT OF INDIA
CRIMINAL APPELLATE JURISDICTION

CRIMINAL APPEAL NO(S). _____ OF 2026
(Arising out of SLP(Crl.) No(s). 2641 of 2021)

BHAGABAN GANTYAYAT APPELLANT(S)

VERSUS

**THE STATE OF ORISSA
AND ANOTHER RESPONDENT(S)**

J U D G M E N T

Mehta, J.

1. Heard.
2. Leave granted.
3. This appeal by special leave is preferred by the appellant for assailing the order dated 16th December, 2020 passed by the High Court of Judicature at Orissa¹ in Criminal Revision No. 196 of 2012 whereby the High Court dismissed the aforesaid revision preferred by the appellant challenging the order dated 24th December, 2011 passed by the

¹ Hereinafter, being referred to as “High Court”.

learned S.D.J.M., Berhampur, in G.R. Case No. 654 of 2009.

4. The learned S.D.J.M., *vide* order dated 24th December, 2011 had taken cognizance against the appellant in connection with the FIR No. 55 of 2009 for the offences punishable under Sections 420, 423, 468, 471 and 201 of the Indian Penal Code, 1860.

5. The appellant and respondent No. 2² were born to the same parents; however, the respondent-complainant was subsequently adopted by one Shri Brundaban Nayak, who was issueless. Upon the demise of Shri Brundaban Nayak, the respondent-complainant inherited all the estates left behind by him. The appellant has set up a case that on 28th January, 1992 the respondent-complainant gifted some of his properties to the appellant by way of a gift deed. Thereafter, the appellant, from 1997 till 2005, sold portions of the properties gifted under various sale transactions. It is alleged that in the year 2009, the relationship between the appellant and the respondent-complainant, soured as a result of which G.R. Case No. 654 of 2009, came to be instituted by

² Hereinafter, referred to as the “respondent-complainant”.

the respondent-complainant alleging, *inter alia*, that the appellant forged his signatures and fabricated a fake notarized gift deed and, on the basis thereof, without any manner of right, title, or interest, transferred substantial portions of the landed property owned by the respondent-complainant to certain trespassers for consideration. When confronted regarding the said illegal transactions and upon being requested to cancel the fraudulent transfers, the appellant allegedly threatened the respondent-complainant with dire consequences.

6. On 2nd April, 2009, some henchmen were hired by the appellant, who approached the respondent-complainant at 9.30 pm and intimidated him with weapons. His car was damaged and so was the entrance to his house. A complaint with the above allegations came to be filed in the Court of learned S.D.J.M. concerned and was forwarded to the police under Section 156(3) of Code of Criminal Procedure, 1973³. Based thereupon, PS Case No. 55 of 2009 was registered at the police station Gosaninuagain Police Station, District Ganjam.

³ For short, 'CrPC'.

7. Upon completion of investigation, a report under Section 173(2) CrPC was filed against the appellant for offences punishable under Sections 420, 423, 469, 471 and 201 IPC. The learned S.D.J.M., *vide* order dated 24th December, 2011, took cognizance of the aforesaid offences against the appellant. The said order has been affirmed by the High Court *vide* order dated 16th December, 2020 passed in Criminal Revision No. 196 of 2012, which is the subject matter of challenge in the present appeal by special leave.

8. The primary contention advanced by learned counsel for the appellant in assailing the impugned order was that the dispute which was purely civil in nature had been given a cloak of criminality by way of a patently false and cooked up complaint. He urged that there is no material whatsoever on record, as borne out from the investigation, which could establish the essential ingredients of the offences under the aforesaid provisions.

9. It was submitted that the Investigating Officer concluded that the offences were made out merely on the basis of the assumption that the appellant had procured a notarized copy of the agreement/gift deed

purportedly signed by the respondent-complainant and using the same, transferred various plots owned by Shri Brundaban Nayak to different purchasers.

10. It was submitted that, although the admitted specimen signatures were collected by the Investigating Officer, the same were never sent for comparison to a handwriting expert. It was thus contended that none of the alleged offences is made out, inasmuch as, even accepting the averments of the respondent-complainant at their face value, he could not be said to have been a person cheated in the facts of the present case.

11. While considering the instant special leave petition, this Court, taking note of the fact that the contesting parties were brothers, appointed Shri Shibhashish Mishra to act as Mediator and explore the possibility of an amicable settlement. However, no settlement could be arrived at between the parties.

12. During the course of mediation, the appellant offered a sum of Rs. 45 lakhs, which was close to the benchmark value of the disputed landed property; however, the respondent-complainant declined the offer and instead demanded Rs. 95 lakhs, asserting it to be the market value of the property.

13. The report of Shri Shibhashish Mishra indicates that, according to the Tehsildar, the market value was approximately Rs. 48 lakhs, *i.e.*, broadly in line with the benchmark value. Be that as it may, we once again left it open to the parties to amicably resolve their disputes, particularly considering that they are brothers by birth.

14. Considering the aforesaid facts and circumstances, we requested the learned counsel for the respondent-complainant to obtain proper instructions. He submitted that whatever reasonable amount this Court might fix between Rs. 45 lakhs and Rs. 95 lakhs, the respondent-complainant would accept the same. In response, the appellant, enhanced his offer to Rs. 50 lakhs.

15. Considering the overall conspectus of the case, this Court fixed a sum of Rs. 60 lakhs as a reasonable amount to be paid to the respondent-complainant for compensating him towards the land transactions made by the appellant.

16. The aforesaid facts were recorded by this Court in the order dated 29th July, 2025 and the appellant was directed to pay the said amount of Rs. 60 lakhs

in six equated monthly instalments ending on 31st January, 2026.

17. In compliance of the above proceedings, the appellant has filed an affidavit dated 12th February, 2026 mentioning therein that the amount of Rs.60 lakhs has been duly paid to respondent-complainant by way of cheques of Rs.10 lakhs each dated 29th August, 2025; 29th September, 2025; 27th October, 2025; 28th November, 2025; 23rd December, 2025; and 28th January, 2026.

18. Learned counsel for the respondent-complainant did not dispute the fact that the amount as afore-stated has been received by the respondent-complainant.

19. In view of the above and *prima facie* being satisfied that the dispute *inter se* between the parties has civil colour, we are of the firm opinion that permitting the continuance of the criminal proceedings against the appellant, after he has paid a substantial amount by way of compensation to the respondent-complainant, would not be expedient in the interest of justice.

20. Consequently, the impugned orders dated 24th December, 2011 and 16th December, 2020 are hereby

set aside. All further proceedings sought to be taken against the appellant in respect of the above criminal case and the lands in question are hereby quashed.

21. We further direct that no other proceedings, either civil or criminal, shall be instituted by the parties in relation to the disputed lands, which are the subject matter of Chargesheet No. 133 of 2011.

22. The appeal is allowed accordingly.

23. Pending application(s), if any, shall stand disposed of.

.....**J.**
(VIKRAM NATH)

.....**J.**
(SANDEEP MEHTA)

NEW DELHI;
FEBRUARY 13, 2026.