



* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
% ***Reserved on: 03rd February, 2026***
Pronounced on: 20th April, 2026
+ **CRL.M.C. 1236/2017**

N.G. DEV

S/o Late Sh. J.N. Dev
R/o A-69, Nirman Vihar,
Delhi-110092,

.....Petitioner

Through: Mr. Mohit Mathur, Senior Advocate
with Mr. Mayank Sharma, Advocate.

Versus

1. **STATE (NCT OF DELHI)**
2. **SANJAY GARG**
S/o Late Ratan Lal Garg
R/o Plot No.37, Ground Floor,
Defence Enclave, Vikas Marg,
Delhi.
- Also at:
Plot No.G-93,
Preet Vihar,
Delhi-110092.
3. **GURCHARAN SINGH @ RAJU**
S/o Late Sh. Sardar Sarv Singh
R/o G-256, Preet Vihar,
Delhi-110092.

Also at:
1975, Zeenat Mahal, Lal Kuan
Near Taqat Shafakhana,



Delhi.

4. **RINKU**

R/o G-256, Preet Vihar,
Delhi-110092.

Also at:

1975, Zeenat Mahal, Lal Kuan,
Near Taqat Shafakhana,
Delhi.

.....Respondents

Through: Mr. Utkarsh, APP for State.
Mr. M.N. Dudeja, Advocate.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

J U D G M E N T

NEENA BANSAL KRISHNA, J.

1. A Petition under Section 482 Cr.P.C. read with Article 227 Constitution of India has been filed to challenge the Order of learned ASJ dated 04.02.2017, whereby the Order dated 14.10.2015 of the learned CMM, *dismissing the Complaint* of the Petitioner, under Sections 406/420/120B/34 IPC , has been upheld.

2. The **facts in brief**, are that a *Complaint Case No.33/12 titled 'N.G. Dev vs. Gurucharan Singh etc.'* was filed by the Complainant /Revisionist under Section 406/420/120B/34 IPC. The Petitioner N.G. Dev alleged that Respondent No.2, Sanjay Garg had approached him for purchase of property No.A-14, Swasthya Vihar, Delhi in or around April, 2008 to August, 2008. He represented that the property was available at a good price and the prices



were likely to escalate later, due to the Commonwealth Games and would give good profit. The Respondents visited his residence in the last week of August, 2008 and induced him to purchase the property for a sale consideration of Rs.6 Crores.

3. Though, the Petitioner insisted on execution of an MOU, but the Respondents cleverly avoided the execution of the same. The Respondents told him that the cash component of Rs.4.39 Crores would have to be paid first and at the time of execution of the Sale Deed, the balance amount would be paid through cheque. The Petitioner claimed that he approached various Banks and Financial Institutions for availing the loan. He made payment of Rs.4.39 Crores as follows:

- (i) Rs. 70 Lakhs in cash on 17.11.2008 to Gurucharan Singh/Respondent No.1;
- (ii)Rs. 50 Lakhs in cash on 01.12.2008 to Rinku/Respondent No.3;
- (iii)Rs. 90 Lakhs in cash on 08.12.2008 to all Respondents;
- (iv)Rs. 1 Crore in cash on 10.12.2008 to all Respondents;
- (v)Rs. 1.05 Crores in cash on 13.01.2009 to all Respondents;
- and
- (vi)Rs. 24 Lakhs in cash on 15.01.2009 to all Respondents.

4. The money was appropriated by the Respondents and they committed criminal breach of trust. Moreover, in furtherance of common intention and in conspiracy with each other, they cheated the Petitioner. *Thus, the Complaint Case was filed under S.406/420/120B/34 IPC.*

5. An Application under Section 156(3) Cr.P.C was filed by the Petitioner along with his Complaint, but it was dismissed, by observing that there was no need for any investigations by the Police.



6. The pre-summoning evidence was led wherein the Petitioner examined eight witnesses, including himself.

7. *The Learned CMM vide Order dated 14.10.2015 dismissed the Complaint*, by observing that the Petitioner had failed to prove that he had arranged such huge amount Rs.4.39 Crores and had made the payment to the Respondent. The Petitioner had also failed to prove any connection with various Companies whose documents the Petitioner had relied upon, to show the arrangement of money.

8. **Aggrieved** by the dismissal of the Complaint, the Petitioner preferred **Crl. Revision No.43841/2015**, before the learned Addl. Sessions Judge.

9. *The learned ASJ observed* that there was no Agreement to Sell executed between the parties in the Complaint and in Ex.CW1/16, Plot Number was mentioned as 814, when in evidence the Plot Number has been given as P-14. Moreover, it was beyond any logic how more than Rs.4 Crores would be paid by the Petitioner to the Respondents, merely on the basis of assurance, without verification of the documents of property which he intended to purchase. The Petitioner in fact, wanted to cheat the Government of the Revenue by making payment in cash. The presence of CW2 Ravinder Biswas has not been mentioned anywhere in the Complaint or Ex.CW1/16. The loan documents reflect that Petitioner had approached for some of the loans in July, 2008, whereas allegedly the inducement was given in August, 2008 which reflects that the loan was arranged even before the things were finalized. The explanation of the Petitioner regarding two consumer loans, were somewhat incredible. The Receipts Ex.CW1/9 to 14 did not show the name of the Complainant. The other Receipts did not show that the amount shown to have been received in regard to the purchase of



property in question. Moreover, the Petitioner kept quiet for more than two years and gave a Complaint to DCP, EOW Ex.CW1/16, only on 04.05.2011.

10. The Petitioner moved an Application under Section 399 Cr.P.C. read with Section 391 Cr.P.C before learned ASJ, to file the copy of an Affidavit of Respondent No.1 filed before Returning Officer for Elections of MCD, 2012. Through this document, Petitioner wanted to show that Respondent No.1 was a man of no virtue. Some contradictions in the said Affidavit were also pointed out. He also filed copies of some Sale Deeds to show that Respondents were not strangers to him as one or the other Respondent was a witness to those Sale Deed. He also pointed to convey that there was nothing unnatural on his part to have made payments in cash to the Respondents without execution of documents because there was trust between them. The Application of the Petitioner in the facts and circumstances, was allowed. The Petitioner also relied upon the Status Report dated 18.04.2012 submitted by EoW according to which Respondent No.1 and 3 had admitted having received some money through the Receipts. The learned ASJ observed that this was of no consequence; *firstly*, because they were only on plain paper; *secondly*, there were various cuttings and interpolations; *thirdly* the owner of the property stated that the Petitioner/Respondent No.1 were not involved in the deal; and *lastly*, the Status Report cannot be considered as proof of payments.

11. The learned ASJ further observed that the payment of such huge amount in cash, was not understandable. As per the version of the Petitioner, he had arranged money though loan from various Bank and Financial Institutions and loans were taken by Companies in which Petitioner was one of the Director. The Petitioner could have and should



have made payments through Cheque or through Banks. The fact that the money is claimed to have been paid in cash, shows only one thing that it was black money and nothing else. The Court cannot entertain claims regarding black money. It was also noted that the person whose property Petitioner wanted to purchase, was nowhere in the picture. The transaction was undertaken with the Respondents through nothing to do with the property. It was incomprehensible that the Petitioner did not meet the real owner even once, before entering into the deal. The Petitioner himself claims to be a realtor and had vast experience in property dealings. *It was concluded that the claim of the Petitioner was full of inherent infirmities and improbabilities of which the Notice had been taken rightly by the learned CMM. It was held that there was no merit in the Revision Petition and the same was dismissed.*

12. Aggrieved by the said Order, the ***present Petition under Section 482 Cr.P.C., has been filed to challenge the Order dated 04.02.2017 of learned ASJ.***

13. The ***grounds of challenge*** are that the material furnished by the Petitioner against the Respondents, has been overlooked. His testimony as a witness, has also not been discussed and completely ignored. The learned Trial Court has glanced over the statements of the Petitioner and his Manager examined as CW1 and CW2 respectively, during the pre-summoning evidence. The statements of CW1 and CW2 undoubtedly disclosed that the Respondents had approached the petitioner in the month of April, 2008 to purchase the property for a consideration of Rs.6 Crores. The Petitioner was being continuously induced by misrepresentations of the



Respondents, to purchase the property by claiming it to be a fair deal which would later fetch good profit.

14. The *learned ASJ and learned CMM* have erroneously observed that the Petitioner had not bothered to verify the property in question and also its relevant documents. The Petitioner claimed that he himself had visited the property along with the Manager and Respondents, a fact clearly stated by him as CW2 and by his Manager Ravinder Biswas as CW2. This relevant evidence has been overlooked.

15. While learned ASJ observed that it was beyond logic that more than Rs.4 Crores would be paid by the Petitioner to the Respondents, merely on the basis of the assurance, it has been overlooked that the Petitioner had deep trust in Respondent No.2 and 3 with whom he had been doing business for a period of more than four years which was evident from the documents placed by the Petitioner in the Revision Petition. The Respondent No.2 had stood as a witness in many of the Sale-Purchase Agreements executed by the Petitioner, reflecting the closeness and affinity with the Respondents.

16. Furthermore, the evidence furnished by the Petitioner has been brushed aside as inadmissible and the probative value of documentary evidence has been entirely ignored. The documents had been duly proved by the Petitioner, in his pre-summoning evidence.

17. It is further asserted that the Receipts had no cuttings or interpolations on the Receipts, as has been erroneously held by the learned ASJ. The rejection of material evidence, shows that there was no proper application of mind.

18. The observations of the learned Trial Court that the Petitioner intended to cheat Government of Revenue by paying huge amounts in cash,



itself reflects that the money had indeed been paid by the Petitioner to the Respondent. Even if it is assumed without admitting that Petitioner intended to cheat the Government, mere assumption does not exempt or exonerate the Respondent from their liability to return the hard earned money of the Petitioner, which is still in their possession.

19. There was *clear offence of cheating* made out from the evidence on record, as the Respondent had induced the Petitioner to approach various Bank and Financial Institutions to avail the loan. It is significant to note that the Respondents were not even authorized by the seller, Naresh Bansal to sell the property. The connivance of Respondent No.2 and 3 and their intention to cheat and defraud the Petitioner, is evident from the very beginning. The judgments of the Supreme Court on the aspect of cheating, have been overlooked.

20. Hence, a prayer was made that the impugned Order be quashed.

21. ***The Respondent No.3 and 4 Gurcharan Singh and Rinku in their Reply***, have asserted that the present Petition under Section 482 Cr.P.C is not maintainable since it is in the nature of second Revision, as the first Revision had already been dismissed by the learned ASJ. The facts have been considered by both the Court of learned CMM and learned ASJ and have concurrently held that the material in the present Complaint, are wholly inadequate and insufficient to proceed further in the case. The details, reasons and material has been considered by both the Courts, to observe that the Complaint was not supported by the evidence of the witnesses and the documents and did not warrant summoning of the Accused.



22. The Revisional Court has arrived at a complete satisfaction of the correctness, legality and the propriety of the Order of the learned CMM, which cannot be again reconsidered in exercise of Section 482 Cr.P.C.

23. It is further submitted that the Revisional Court has considered the claim of the Petitioner of having given Rs.4 Crores in cash without signing of the documents of the property which was intended to be purchased, and held it to be unbelievable. There is no Agreement to Sell or MOU signed in relation to sale of property.

24. The owner of the subject property was not a party to the discussions held between the Petitioner and the Respondents and has also not been made a witness in the Complaint. The handing over of Rs.4 Crores in cash without examining the chain of documents of the property is highly improbable.

25. The loans were purportedly arranged from financial Institutions by the Petitioner being the Director of the Firm and not in his individual capacity. The money taken by the Company could not have been legally applied in the manner suggested by the Petitioner, in his individual capacity.

26. The so called Receipts annexed with the Complaint, had no stamps. The money Receipts if at all taken into consideration do not speak about the deal of the property; rather these documents speak about the interpolations that had been made in the Receipts.

27. EoW Cell, Delhi Police had thoroughly examined the money transaction, title, loan and other documents and found that no case was made out under the IPC.

28. The material facts have been concealed from the Court below that he had arranged same amount of loan from same Financial Institution, for



another property i.e N-20, Gagan Vihar, Delhi-110092 for which Notice has already been issued.

29. The Respondent relied upon the case of *Pepsi Foods vs. Special Judicial Magistrate (1998) 5 SCC 749*, wherein it was observed that the Magistrate is not a silent spectator at the time of recording of preliminary evidence before summoning of the Accused, and may even himself put questions to elicit the answers, to find out the truthfulness of the allegations or otherwise, to satisfy if prima facie the offence is committed by one or all Accused. *It was thus, submitted that there is no merit in the present Petition which is liable to be dismissed.*

30. ***The Respondent No.2 Sanjay Garg in his Reply*** had also taken the similar contentions as Respondent No.3 and 4. An Additional Affidavit was filed on behalf of Respondent No.2 in support of his earlier Reply.

31. The ***Petitioner in the Rejoinder to the Reply filed by Respondent No.2, 3 and 4***, reaffirmed his assertions as made in the Petition.

32. The ***written submissions were filed on behalf of the Petitioner as well as Respondent No.3 and 4*** wherein the similar assertions as made in the rival proceedings were agitated.

Submissions heard and record perused.

33. A preliminary objection has been taken on behalf of the Respondent that this Petition under Section 482 Cr.P.C is not maintainable as it is in the nature of second Revision, the Complaint having been dismissed by the learned CMM and the Order affirmed in the Revisional jurisdiction by learned ASJ.

34. The perusal of the grounds on which the quashing has been sought is in the nature of re-appreciation of the facts as already confirmed by the



learned ASJ. There is merit in the contention of the Respondents that this Petition is only a second Revisional Petition, which is not maintainable. Section 482 Cr.P.C is not intended to quash the proceeding merely on the ground that the order may be incorrect or illegal, but only where such intervention is necessary to prevent abuse of the process of the Court or to secure the ends of justice.

35. In the present case, so is not the situation and the Petition is liable to be rejected on this ground itself.

36. Even otherwise, the case of the Petitioner may be considered on merits. It was the case of the Petitioner that he had been approached by the Respondents for purchase of the property in question and the sale consideration was agreed at Rs.6 Crores. It was claimed by the Petitioner that despite his insistence for execution of an MOU, not document got executed. However, because of the relationship of trust and faith and prior dealings with the Respondents, the Petitioner gave Rs.4 Crores in cash.

37. The learned CMM as well as learned ASJ had rightly noted that *firstly*, the Petitioner is alleged to have entered into a sale transaction without execution of any documents; and *secondly*, this transaction had been undertaken with Respondents, who were admittedly not the owner of the Suit property. It is absolutely incomprehensible how a transaction of sale can be said to have been entered, into without dealing with the owner or even without looking at the property documents or executing some document in proof thereof.

38. The Petitioner had further asserted that he had arranged the loans from the Banks through his Companies, in which he was a Director. It is rightly observed that *firstly*, there is nothing to show that the loans had been



taken by the Companies in which the Petitioner was a Director; and *secondly*, the money in the Companies could not have been withdrawn unilaterally, even if the Petitioner was a Director. There is no document whatsoever placed on record to support that the loans had been received in the Companies or that under what authority and in what manner the amounts were withdrawn by the Petitioner.

39. *Thirdly*, if the loans had been taken in the accounts of the Company it was again not understandable as to why the amounts would be taken in cash and thereafter given to the Respondents in cash through Receipts.

40. *Fourthly*, the Receipts on which reliance has been placed by the Petitioner had been rightly rejected by observing that they had been executed on plain paper and there was nothing to show that they pertained to the present transaction.

41. The two Courts have rightly concluded that in the absence of any document in proof of an Agreement to purchase the property, there was no *prima facie* evidence that this alleged payment of Rs.4 Crores in cash, had been made for the purchase of this property. There is no document whatsoever to corroborate this alleged transaction of purchase of property.

42. The Petitioner had tried to justify giving the money in cash, by claiming that he had been dealing with the Respondents for the last 3-4 years, which was evident from the various Sale Deeds placed on record by him, in which they had been a witness.

43. No matter how close a relationship of trust between the Petitioner and the Respondents may have been, when it comes to the money transactions, it has to be corroborated by some cogent evidence.



44. In the present case, there is no documentary evidence to show how the money was arranged by the Petitioner and thereafter, paid to the Respondents. *The Receipts had been rightly rejected, as not proving anything in favour of the Petitioner.*

45. There is no ground established by the Petitioner to show that there exists the circumstances for quashing of the Order. As already noted above, it is nothing, but a re-appreciation of the facts as pleaded in the original Complaint and re-appraisal of the Order of the learned CMM and learned ASJ.

46. **There is not merit in the present Petition, which is hereby dismissed.**

47. The Petition stands disposed of along with the pending Application(s).

**(NEENA BANSAL KRISHNA)
JUDGE**

APRIL 20, 2026
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