

FIR No. 853/19
PS Nihal Vihar

State Vs. Laxmi Narayan @ Bitoo & Ors

(At 3:30 PM)
10.07.2020

Present: Ld. APP for the State through the Video-conferencing in Cisco –Webex vide meeting ID No.915815057.

Sh.N. K. Dhama, Ld. Counsel for the applicant/accused through the Video-conferencing in Cisco –Webex vide meeting ID No.915815057.

Arguments heard through video conferencing using the CISCO webex mobile application on the bail application moved on behalf of the accused Lakshmi Narayan. It is stated that the accused was falsely implicated in the present case. It is submitted that accused is in JC since 06.02.2020 and the other co-accused have been released on bail. Chargesheet has already been filed and the recovery from the accused has been planted.

Bail application is opposed by Ld. APP for the State.

As per reply to the bail application, total 7 mobile phones have been recovered out of stolen 17 mobile phones from the shop of the complainant.

Previous bail application has already been dismissed on 13.06.2020. As per the previous conviction report filed by the IO, accused has already been involved in 35 other criminal cases, out of which he has already been convicted on 06.0.1.2015 in case FIR No. 0132/2011 registered at PS Baba Haridas Nagar for the offences punishable u/s 457/380/411 IPC. Allegation are serious in nature. No grounds is made out for grant of bail. Accordingly, bail application is hereby dismissed.

Application stands disposed of.

Order be uploaded on the website of Delhi District Courts.



(PANKAJ ARORA)
M.M-03 (West), THC, Delhi

In the court of Sh. Pankaj Arora, MM-03 (West), THC, Delhi

**CC No. 4742/19
PS. Nihal Vihar
10.07.2020**

Sarla Devi

Vs.

Jai Prakash Chauhan & Anr.

Present: Complainant Ms. Sarla Devi is present in person with Ms. Lalita Rani, Ld. Counsel, present through video conferencing (Cisco Webex "Meeting ID No. 919211305").

Arguments heard.

Put up for order at 2.00 p.m. today itself.



**(Pankaj Arora)
MM-03 West/THC/Delhi
10.07.2020**

At 2.00 p.m.

Present: None.

By this order I shall dispose off an application U/s 156(3) Cr. P.C. moved on behalf of the applicant/complainant thereby seeking directions to register an FIR.

Brief facts of the present case as stated by the complainant are that she is a peace loving and law abiding lady and was living with her family. The complainant and her husband had contacted the accused no.2 (Property Dealer) for purchasing a plot and he had called the accused no.1 in his office and showed the plot assuring clear title without any charge on it and no govt. ban on sale and execution of sale deeds of the plot.

It is further stated that at the responsibility and assurance, the complainant and the accused no.1 had entered into an agreement (Bayana) with the complainant on 10.12.2018 to the effect that the accused no.1 had agreed to sell



Plot bearing no. D-2/44, Laxmi Park, Kunwar Singh Nagar, Kamruddin Nagar, Nangloi, Delhi-110041, measuring 60 Sq.Yds. size 15'x36' through the accused no.2, Sh. Harish Maan, Property Dealer S/o Sh. Jagdish Maan, F-36, Kunwar Singh Nagar, Nangloi, New Delhi-110041 to the complainant.

It is further stated that the said agreement was executed for the total sale consideration of Rs. 24,00,000/- (Rs. Twenty Four Lacs Only) and out of that, Rs. 10,00,000/- (Rs. Ten Lacs Only) were paid on the same day i.e. 10.12.2018 in the presence of the accused no. 2, Sh. Harish Maan (property dealer) and, Sh. Surender Goyal (husband of the complainant) vide cheque no. 000011, drawn on Indian Overseas Bank, Gaur College, Rohtak, Haryana, which was duly encashed in the account of accused no.1.

It is further stated that it was agreed that the balance sale consideration of Rs.14 Lacs will be paid on or before 9th March 2019 and if the complainant fails to make the balance payment within the agreed period then the agreement money will be forfeited and in case the accused no.1 fall to execute the Sale Deed or an defect was found in title or any obstacle in execution of sale deed in favor of the complainant, the accused no.1 will be liable and responsible to pay the double amount of the money received by the accused no.1.

It is further stated after some time, the accused persons said that the son of accused no.1, who was doing illegal liquor business has been intercepted by the police and he is under pressure to give heavy bribe to the police for saving his son from the registration of criminal case, and if the money was not paid to the police, the career of his son would spoil, but the husband of the complainant said that he could pay a sum of Rs. 2 Lac (Rs. Two Lacs Only) only for balance sale consideration only, but not for any illegal work and paid Rs. 2,00,000/- (Rs. Two Lac Only) through cheque.

It is further stated that the complainant and her husband from the very beginning were requesting accused persons to show them original title deeds of the property with previous chain, but the accused persons were making false pretexts. When the complainant and her husband pressurized the accused



persons then they gave document of another plot saying that they would give them 74 sq. yards instead of 60 sq. yards of the agreement property, which was denied by the complainant and she specifically asked about the documents of agreed property. Then, they told that the original documents had been pledged/mortgaged against the loan amount of Punjab & Sindh Bank and further tried to cheat by demanding in advance the balance sale consideration of Rs. 12 lacs for redeeming the property in question. But the complainant and her husband said that first they should be shown the suit property documents with chain only then they will decide to purchase the property.

It is further stated that it was known that the accused no.1 was involved in so many civil and criminal cases including the land grabbing and the complainant and her husband became careful and inquired from the sub registrar office and came to know that they have been cheated because the agreement-property sale had been prohibited by the govt. and sale documents of the property could not be executed In favour of anyone.

It is further stated that complainant demanded her money back along with double penalty as per agreement and the accused persons said that they would get executed sale document of the agreement property from Mumbai, but the complainant denied such illegal offer and claimed double amount of paid money and the accused persona said that complainant could do what she wanted but they would not return the original money, even what to say of double amount. The accused persons threatened the complainant and her husband of serious consequences including killing them.

It is further stated that the accused persons had misrepresented that their property was free from all encumbrances and there was no liability or charge on the property and the accused persons had also told that there was no legal bar on the sale or execution of sale deeds etc. of the impugned property.

It is further stated that the complainant requested the accused no.1 on 25.02.2019 to show the Original Title Deed and previous chain of the property and he avoided to show the same and on insisting he told that there was a bank



loan from Punjab & Sind Bank, Account No. 04131000032975. On hearing this, the complainant and her husband Sh. Surender Goyal asked the accused no.1 why he had not disclosed this fact to them at the time of negotiation, agreement and receiving the money on two occasions. The accused no. 1 said that he was having one other property and instead of 60 sq. yards, he would transfer 74 sq. yards from that property to the complainant, but the complainant denied such offer and the same was also in banned in area.

As per the ATR filed by the IO, it is stated that during enquiry it was found that the respondent has already obtained loan of Rs. 15,60,000/- on the property in question w.e.f. 19.05.2008 to 31.05.2023.

This Court has heard the arguments & perused the record.

As per the record, the respondent has executed an agreement to sell property bearing no. D-2/44, Kunwar Singh Nagar, area 60 square yards to the complainant on 10.12.2018 claiming that the property in question is free from all sorts of encumbrances such as sale, mortgage, gift etc. As per enquiry report filed by the IO, property in question was found to be under mortgage with Punjab & sind Bank, sector-6, Dwarka at the time of execution of agreement to sell which material fact was not revealed to the complainant. This clearly indicates that the respondent has dishonest intention of causing wrongful loss to the complainant and wrongful gain to himself from the very beginning i.e. at the time of agreement dated 10.12.2018..

Allegations made in the present complaint case gives rise to commission of cognizable offence which is required to be investigated by specialized agency like police. Accordingly, SHO concerned is hereby directed to register an FIR within 7 days from today. With these observations, the application under Section 156(3) of Cr.P.C. moved on behalf of the complainant stands disposed of.

Put up for filing of status report on 23.10.2020.



(Pankaj Arora)
MM-03 West/THC/Delhi
10.07.2020

In the court of Sh. Pankaj Arora, MM-03 (West), THC, Delhi

CC No. 3404/19
PS. Nihal Vihar
10.07.2020

(At 12:30 PM)

Sh. Pankaj Sharma

Vs.

Tarun Sharma

Present: Sh. Mahavir Kaushik , Id. Counsel for the complainant through Video conference meeting ID No. 919211305.

Submissions heard.
Put up for order/clarifications at 2 p.m. today



(Pankaj Arora)
MM-03 West/THC/Delhi

At 2 p.m.

Present: None

By this order I shall dispose of an application U/s 156(3) Cr. P.C. moved on behalf of the applicant/complainant thereby seeking directions to register an FIR.

Brief facts of the present case as stated by the complainant are that he has S.F. account No. 41080100006846 in Bank of Baroda, Nangloi branch. The income of complainant is sufficient to run the family. The mother of complainant Smt. Raj Rani operated her bank account separately and deposited almost her surplus income in bank and only in case of need; she withdrew the money from her account. In case of need, Smt. Raj Rani was supported by her brothers. The complainant operated his bank account in very rare cases. Thus, the complainant used bank cheque book, passbook rarely.

It is further stated that in the month December, 2015, banker of complainant informed about the presentation of a cheque amounting to Rs 1,00,000/- (Rupees One lakh only) for clearance and the same was routed back unpaid due to insufficient funds and the signature did not tally. The



balance in the account of complainant never exceeded Rs 50.000/- (Rupees Fifty thousand only).

It is further stated that the complainant was shocked and aghasted as he had never issued any cheque to any person at any stage. Complainant contacted the bank and enquired. The cheque was of complainant but was neither signed nor filled by him. Complainant rushed back to his home and made search of cheque book which had some of his unsigned leaves.

It is further stated that the complainant could not trace the cheque book as it does not remain in common use however despite of search made, the cheque book was not traced out.

It is further stated that the complainant approached the then concerned police station Nangloi but his complaint was not taken and the Duty Officer told the complainant to lodge the complaint "ONLINE". Hence, the information about of loss of cheque book was lodged "ONLINE" vide LR No. 122168/2015 dated 08.12.2015.

It is further stated that the complainant and his family was shocked when the complainant was summoned in Rohini Court to reply in a case filed by accused Tarun Sharma on the basis of forged documents prepared by the accused and his associates involving the complainant and his family.

It is further stated that accused Tarun Sharma had filed his case on the basis of Ikrarnama (undertaking) on a Rs. 50/- (Fifty Rupees) stamp paper on 25-08-15. Accused also filed the said bounced cheque which was neither filled by the complainant nor signed by the complainant, which is clear from bank returning memo. The writing on the cheque and signature on the cheque were not of complainant. It was not in the knowledge of complainant even.

It is further stated that the accused Tarun Sharma or some of his associate had put the signature forging the signature of complainant on the stamp paper and undertaking.



It is further stated that the NOTARY STAMP on undertaking (Ikrarnama), and on stamp paper are also fake as if notary had attested these documents he must have made entry in his register kept for this document and he should have verified the person purchasing the stamp paper and undertaking. Notary must verify the person by ID. Hence the stamp of notary could be fake.

It is further stated that on undertaking some imaginary persons have signed only. No address of the witness were written. The names of Janardhan Joshi and Manish were written. None of them was known to complainant. Both the witnesses could be fake persons.

It is further stated that accused Tarun Sharma sent his representative in the neighborhood of the complainant and offered to purchase the house of mother of complainant to avoid litigation and clear the debt. They also threatened that house will be attached by the court. The representative also defamed the family of the complainant in the society by calling them 'debtor'.

It is further stated that the accused Tarun Shanna and his associates have mischievously and intentionally acquired the cheque leaf of complainant's cheque book and by forging the signature of complainant on cheque, stamp paper and undertaking with the ulterior design to cheat complainant and innocent family of complainant knowing fully well that the complainant and his family is innocent.

It is further stated that the complainant met the accused person first time when the complainant attended the Court. The complainant is facing the trial for an offence which was never committed by him and was trapped by the accused persons whose business is only to trap such innocent and poor persons.

As per the ATR filed by the IO/ASI Hira Lal, it is stated that there is monetary dispute between Pankaj Sharma and Tarun Sharma, which is civil in nature.

This court has heard the arguments and perused the record.



As per the Bank Return Memo, filed by the complainant, it is reported by the banker that "DRAWER SIGNATURE DIFFERS". The signature of complainant made in the present complaint also appears to be different from the purported signature of complainant in cheque in question, and also in the Notarised undertaking relied upon by the respondent in the complaint case against the complainant herein. Thus, there is likelihood of somebody misusing the cheque by forging the signatures of complainant in cheque in question, and also in the Notarised undertaking referred above. Allegations made in the present complaint case gives rise to commission of cognizable offence which is required to be investigated by specialized agency like police. Accordingly, SHO concerned is hereby directed to register an FIR within 7 days from today. With these observations, application under Section 156(3) Cr.PC stands disposed of.

Put up for filing of status report on 23.10.2020. Copy of this order be sent to the PS concerned.



(Pankaj Arora)
MM-03 West/THC/Delhi