



2025:DHC:1885



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

% **Date of order: 24<sup>th</sup> March, 2025**

+ W.P.(CRL) 2081/2020 & CRL.M.A. 17285/2020 & CRL.M.A.  
19175/2021

TDI INFRA TECH LIMITED

.....Petitioner

Through: Ms. Kanika Agnihotri, Ms. Sonakshi  
Chaturvedi and Mr. Himaghu Jain,  
Advocates

versus

GOVERNMENT OF NCT & ANR.

.....Respondents

Through: Mr. Sanjay Lao, SC with Mr.  
Abhinav Arya, Advocate with SI  
Kuldeep Yadav, P. S. Barakhamba  
Road, Distt. New Delhi

**CORAM:**

**HON'BLE MR. JUSTICE CHANDRA DHARI SINGH**

**ORDER**

**CHANDRA DHARI SINGH, J (Oral)**

1. The instant writ petition under Article 226/227 of the Constitution of India read with Section 482 of the Code of Criminal Procedure, 1973 (hereinafter "CrPC") [now Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (hereinafter "BNSS")] has been filed on behalf of the petitioner seeking quashing of the FIR no. 57/2020, dated 28<sup>th</sup> July, 2020, under Section 406/420 of the Indian Penal Code, 1860 (hereinafter "IPC"), registered at Police Station – Barakhamba Road, New Delhi.

2. The brief facts that led to the filing of the present petition, as per the FIR, are that the petitioner company is a real estate developer. In the year



2006, respondent no. 2 approached the petitioner-company to invest in the real estate market. Respondent no. 2 registered himself for allotment of a commercial plot admeasuring 204 sq. yards in one of the future projects yet to be developed by the petitioner-company.

3. It is alleged that the location of the project was yet to be disclosed by the petitioner-company. Pursuant to the same, respondent no. 2 deposited a sum of Rs. 8,00,000/- vide cheque dated 13<sup>th</sup> April, 2006 as the initial booking amount as per the payment schedule. In the meanwhile, the petitioner-company, vide a letter dated 13<sup>th</sup> January, 2009, informed respondent no. 2 that he has been allotted a commercial plot in the project namely 'TDI CITY', in Mohali, Punjab. However, it is alleged that at the time of booking, the petitioner-company and its officials never mentioned that the project shall be at Mohali, Punjab. Thereafter, certain other payments were made by respondent no. 2 totaling to a sum of Rs. 22,47,264/-.

4. Thereafter, in light of the delay, in conclusion of the aforesaid project, respondent no. 2 visited the Mohali office of the petitioner-company at SCO 51-52, NH-21, Chandigarh – Kharar Road, Sector – 118, Mohali, Punjab to check the status of the project but no concrete information was provided to him. Respondent no. 2 visited the said office again in August, 2019, however, to his utter shock, respondent no. 2 was informed that the project had already been closed and the petitioner-company, along with its officials, had forfeited the money. Accordingly, a legal notice dated 9<sup>th</sup> September 2019 was issued to the petitioner and its officials on behalf of respondent no.



2 to which no response was given by the petitioner. Following the same, respondent no.2 made a complaint which led to the registration of FIR bearing no. 57/2020, dated 28<sup>th</sup> July, 2020, under Section 406/420 of the IPC, at Police Station – Barakhamba Road, New Delhi. Being aggrieved by the same, the petitioner has filed the instant petition seeking quashing of the aforesaid FIR.

5. Learned counsel appearing on behalf of the petitioner submitted that the aforementioned FIR is bogus and cannot be sustained in law. There is no offence that has been made out against the petitioner as the same is devoid of any merit and fails to bring out the offence as made out in the said FIR.

6. It is submitted that allowing the FIR to subsist and continuation of criminal proceeding emanating therefrom against the petitioner would not only cause oppression and prejudice to the petitioner but shall tantamount to abuse of process of law. Assuming and not accepting that the allegations of the respondents are true, it can at best be a civil proceeding and therefore, the present FIR cannot subsist.

7. It is submitted that the present FIR deserves to be quashed, as respondent no. 2 is a willful defaulter who failed to make payments as per the payment schedule attached with the agreement executed by him. Upon his failure to deposit the requisite amount, the petitioner was left with no option but to cancel his registration.

8. It is submitted that while registering for the commercial plot, respondent no.2 was fully aware of the terms and conditions flowing from the Advance Registration Form (hereinafter “ARF”). One of the most



important conditions in the ARF was that respondent no. 2 was required to make payments strictly in accordance with the prescribed payment schedule failing which his registration was susceptible to cancellation. Since respondent no. 2 failed to make the requisite payments, the petitioner was constrained to cancel his registration. Thus, if the FIR is not quashed, the petitioner would suffer undue prejudice despite having acted in accordance with the agreed terms.

9. It is submitted that on considering the contents of the FIR, it is evident that respondent no. 2 failed to make payments in time, consequent to which, the petitioner was compelled to issue demand/reminder letters. The cancellation of registration was, therefore, necessitated solely due to the default and conduct of respondent no. 2. In such circumstances, the petitioner company ought not to be made to suffer any prejudice for having acted strictly in accordance with the terms of the agreement.

10. It is submitted that it is a settled law as enunciated by the Hon'ble Supreme Court in various judgments that in the context of contracts, the distinction between mere breach of contract and cheating would depend upon the fraudulent inducement and *mens rea*. Assuming the allegations in the FIR are correct, the mere inability of the petitioner to allot a commercial plot to respondent no. 2 cannot give rise to a criminal prosecution emanating from the FIR in the absence of *mens rea* forming the crux of any criminal offence. Even if all the facts in the complaint and material are taken on their face value, no such dishonest representation or inducement could be found or inferred.



11. It is submitted that one of the necessary ingredients required to establish an offence under Section 406 of the IPC is the intention of the accused to cheat the complainant from the very inception of the contract, however, in the present case, the contents of the FIR do not reveal that the petitioner ever intended to cheat respondent No. 2.

12. It is submitted that there is nothing on record to show that the petitioner knowingly made any false representation, much less dishonestly or fraudulently any representation. Therefore, one of the basic ingredients of Sections 415 or 420 of the IPC is not made out.

13. It is also submitted that a person cannot be charged with the offence of cheating and criminal breach of trust simultaneously for the same transaction because for the offence of cheating, it is a prerequisite that dishonest intention must exist at the inception of any transaction. However, in case of criminal breach of trust, there must exist a relationship between the parties, whereby, one party entrusts another with some property as per law. Therefore, for commission of criminal breach of trust, the dishonest intention comes at a later stage, i.e., after obtaining dominion over the property by the accused person, whereas for commission of cheating, dishonest intention of the accused has to be present at the inception of the transaction.

14. Therefore, in view of the foregoing submissions, it is prayed that the instant petition may be allowed and the reliefs be granted as prayed for.

15. *Per Contra*, Mr. Sanjay Lao, learned standing counsel appearing on behalf of the State and the learned counsel for the respondent no. 2



vehemently opposed the instant petition submitting to the effect that the same is liable to be dismissed being devoid of any merit.

16. It is submitted that during the course of investigation, notice under Section 91 of the CrPC was served to the directors of the petitioner-company and after recording statements of both sides, it is figured that there are two different versions. On one side, complainant said that he did not receive any letter after 13<sup>th</sup> January, 2009 and the cancellation was done deliberately and arbitrarily. On the other hand, the company cites alleged publication of cancellation in newspapers and as per payment plan, allotment was not done by the alleged company despite 40% amount was paid by the complainant. Therefore, the present petition may be dismissed.

17. Thereafter, learned counsel for the respondent no. 2 submitted that petitioner-company at Annexure 5 of the petition has filed a copy of “ADVANCE REGISTRATION FORM, TDI PROJECTS/ARF” dated *NIL*. It records that the respondent no. 2 wished to register for allotment of a commercial plot admeasuring 204 sq. ft. in a future project. The handwriting on the said form is not of the present respondent. Further, the signatures at therein are not of the respondent and the respondent has neither filed nor signed the said ARF and the same is a fabricated document. The admitted signatures of the present respondent and the alleged signature in ARF are placed as Annexure ‘H’ to the counter affidavit.

18. It is submitted that no application for booking of any plot was ever made by the respondent with the petitioner company. Consequently, no allotment letter was issued, nor was any plot allotted to the respondent by



petitioner company. The present writ petition is silent as to: (1) the specific plot number; (2) area; (3) dimensions; and (4) date of allotment. Furthermore, no copy of the allotment letter and postal receipt as proof of its dispatch has been filed alongwith the present writ petition.

19. It is submitted that respondent is an ordinary resident of Delhi and not of Chandigarh. Despite being aware of the respondent's address, the petitioner company deliberately chose to publish the alleged notice (dated 11<sup>th</sup> October, 2011) only in 'The Tribune, Chandigarh'. Being resident of Delhi, the respondent does not read newspapers being circulated in Chandigarh. The address of the respondent has remained consistent and is clearly reflected in the instant writ petition, affidavit and at the time of filing of this counter affidavit. Moreover, no copy of the newspaper has been filed alongwith the instant writ petition. Therefore, it is prayed that the instant petition may be dismissed.

20. Heard the learned counsel for the parties and perused the material placed on record.

21. It is a settled law that the extent of the powers of the High Court under Section 482 of the CrPC (now Section 528 of the BNSS) is vast and the High Court has the power to make such orders as may be necessary to prevent the abuse of the process of any Court, or otherwise to secure the ends of justice.

22. Perusal of the law laid down by the Hon'ble Supreme Court regarding the principles of quashing of FIR, as reiterated in *Neeharika Infrastructure (P) Ltd. v. State of Maharashtra*, (2021) 19 SCC 401, makes it clear that an



FIR may be quashed by the High Court where the allegations made in the FIR do not *prima facie* constitute any offence or make out a case against the accused. Further, the Fir may also be quashed where the uncontroverted allegations made in the FIR do not disclose the commission of any offence or where the allegations made in the FIR 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, or where a criminal proceeding is manifestly attended with *mala fides* and/or where the proceedings are maliciously instituted with an ulterior motive for weaking vengeance on the accused and with a view to spite him due to a private grudge.

23. Now advertng to the facts of the instant matter.

24. Upon perusal of the aforesaid extracts of the impugned FIR, it is made out that the complainant/respondent no. 2 had entered into a transaction with petitioner, a renowned builder, and its Directors (accused persons Ravinder Kumar Taneja, Ved Prakash, Devki Nandan Taneja, Renu Taneja, and Gurpreet Singh Gandhi) for booking a commercial space. The accused persons allegedly induced the complainant to part with his hard-earned money on the basis of false representations.

25. It is averred that in the year 2006, the accused persons approached the complainant and represented that accused no. 1 was in the process of launching a commercial project and finalizing its location. The Directors of accused no. 1 assured the complainant that all necessary permissions had either been obtained or were about to be granted by the concerned



authorities.

26. On their assurances and representations, the complainant booked a commercial space measuring 204 sq. yards at the rate of Rs. 27,540/- per sq. yard and initially paid Rs. 8,00,000/- vide cheques no. 498337 and 498336 dated 13<sup>th</sup> April, 2006 drawn on Punjab National Bank, Tilak Nagar, New Delhi.

27. It transpires from the FIR that subsequently, on 18<sup>th</sup> January, 2007, the accused persons demanded a further sum of Rs.5,61,816/- from the complainant, representing that payment of said amount would give him priority at the time of allotment. The complainant paid this amount vide cheque no. 278814 dated 15<sup>th</sup> March, 2007.

28. It is further discernible that vide letter dated 13<sup>th</sup> January, 2009, the accused persons informed the complainant that they had finalized the location and offered a commercial plot in their forthcoming project "TOI CITY, Mohali" - a location which was allegedly never mentioned at the time of initial booking. Having already invested a substantial amount of Rs. 13,61,816/- and waited for almost two years, the complainant accepted the offer. The accused persons simultaneously raised a further demand of Rs.8,85,448/-, which the complainant paid against receipt dated 17<sup>th</sup> January, 2009, bringing his total payment to Rs. 22,47,264/-.

29. Despite repeated inquiries, the complainant was only given assurances that the plot would be allotted soon. On 3<sup>rd</sup> September, 2015, the complainant visited the Mohali office of the accused persons, where one Jatin Jain informed him that due to legal and administrative issues, there was



a delay in obtaining approvals. In August, 2019, upon visiting the site again, the complainant was allegedly informed that the project had been closed and his money forfeited.

30. The complainant thereafter sent a legal notice dated 9<sup>th</sup> September, 2019 to the accused persons, which remained unanswered. It is alleged that the accused persons have duped the complainant and induced him to part with his money without ever intending to provide the commercial plot, thereby causing wrongful loss to the complainant and wrongful gain to themselves. The complainant has alleged that the accused persons have committed offences under sections 420, 120B, and 34 of the IPC and other relevant provisions of law.

31. This Court has meticulously gone through the contents of the instant petition, the counter affidavit, the status report dated 3<sup>rd</sup> March, 2021 as well as the status report dated 9<sup>th</sup> August, 2024. Relevant portion of the said status reports are as under:

Status report dated 3<sup>rd</sup> March, 2021 -

*“..During the course of investigation notice -u/s 91 Cr.PC dated 30.07.2020 has been sent to the Managing Directors, M/s TDI Infrastructure Pvt, Ltd. and reply has been received, in which. Authorized Signatory stated that as per the record of company, the complainant was a registrant/an allottee of Commercial Plot, against Customer ID No. MCP-10153, in TDI City, Mohali-1, Sector 117 to 119, SAS Nagar, Mohali, Punjab and as per record complainant had paid total amount of Rs. 22,47,264/- towards the part sale consideration of the said plot. He further stated that the complainant has always delayed in making payments of installment, as and when demanded by the company through*



*demand letters. Thus he failed to adhere the payments scheduled as agreed and is a willful defaulter. As stated above referred various communications were issued to the complainant viz dated 19.01.2009, 13.01.2009 & 07.07.2009 but complainant failed to pay the demanded amount. It stated that due to the delay in making the payment of sale consideration, as agreed, the allotment was cancelled by the company. The cancellation of the allotment was also issued in newspaper by way of public notice. Due to non adherence of payment schedule allotment of the said plot cancellation, now the complainant not entitled for any allotment/possession of the plot and complainant is entitled for the receipt of the deposited amount as per the companies' policy.*

*Further it is submitted that in this regard complainant has joined the investigation, during investigation he stated that alleged company neither sent any demand letter regarding due installments after 17.01.2009 nor sent any information regarding cancellation of allotment of the plot and neither send any mails nor any letter through post at his given address. He also stated that on 09.09.2019 he sent a legal notice to alleged persons but they failed to respond the same. After many visits and requested he came to know that his plot was cancelled by the company, due to non adherence of payment schedule. The cancellation of the allotment was also published in local newspaper on 12.10.2011 by way of public notice. But alleged company never sent any information to the complainant at his given address so far, regarding cancellation of his allotment.*

*Further, it is submitted that regarding communications issued by the alleged company to the complainant viz dated 19.01.2009, 13.01.2009 & 07.07.2009, in this regard alleged company has no any demand letters/cancellation letter. They stated that copies of the demand letters are missing in the record of the alleged company.*



*After that notice U/s 91Cr.PC dated 11.08.2020 & 27.08.2020 has been sent to Registrar of Companies, Nehru Place, Delhi and reply of the same received and notice u/s 41A Cr.PC dated 28.10.2020 & 23.09.2020 has been served to the directors of the alleged company, on Mr. Ravinder Kumar Taneja & Mr. Ved Prakas has joined the investigation. A notice U/s 91 Cr.PC dated 10.08.2020 & 27.08.2020 has been sent to DTCP, Mohali, Punjab. Therefore. it is further submitted that there are two different versions. On one side complainant said that he did not receive any demand letter after 13.01.2009 and the cancellation was done deliberately and arbitrarily. On the other hand, the alleged company cites publication of cancellation in newspapers and as per payment plan allotment was not done by the alleged company despite 40% amount was paid by the complainant...”*

Status report dated 9<sup>th</sup> August, 2024 -

*“...During the course of investigation, notice u/s 91 Cr.P.0 dated 30.07.2020 was sent to the Managing Directors, M/s TDI Infrastructure Pvt. Ltd. and reply was received in which Authorized Signatory stated that as per the record of company, the complainant was registrant/an allottee of a Commercial Plot against Customer ID No. MCP-10153, in TDI City, Mohali-1, Sector 117 to 119, SAS Nagar, Mohali, Punjab and as per record complainant had paid total amount of Rs. 22,47,264/- towards the part sale consideration of the said plot. It was further stated that the complainant has always delayed in making payments of installment as and when demanded by the company through demand letters. Thus, he failed to adhere the payments scheduled as agreed and was a willful defaulter. As stated above referred various communications were issued to the complainant viz dated 19.01.2009, 13.01.2009 & 07.07.2009 but complainant failed to pay the demanded amount. It stated that due to the delay in making the payment of sale consideration. as agreed, the allotment was cancelled by the company. The cancellation of the*



*allotment was also issued in newspaper by way of public notice. Due to non adherence of payment schedule, allotment of the said plot cancellation and the complainant not entitled for now allotment/possession of the plot and complainant is entitled for the receipt of the deposited amount as per the companies' policy.*

*Further, it is submitted that in this regard complainant has joined the investigation. during investigation he stated that alleged company neither sent any demand letter regarding due nor sent any information for installment after 17.01.2009. The company neither sent any intimation letter nor email regarding cancellation of allotment of the plot at his given address. He also stated that on 09.09.2019, he sent a legal notice to alleged persons but they failed to respond the same. After many visits and requested he came to know that his plot was cancelled by the company, due to non adherence of payment schedule. The cancellation of the allotment was also published in local newspaper on 12.10.2011 by way of public notice.*

*Further, regarding communications issued by the alleged company to the complainant viz dated 19.01.2009, 13.01.2009 & 07.07.2009, the company has not issued any demand letters/cancellation letter. It has been stated that copies of the demand letters are missing in the record of the company.*

*During investigation, it has been found that the company TDI Infrastructure obtained approval for project TDI Township area on Khrar Road, Sector 118, Mohali Punjab, in Layout Drawing No. DC/TDI/MP/03/R-15 dated 29.10.2009, vide letter no. 8997CTP (PB)/MPR-213 dated 20.11.2009. The company was not having any approval/permission from DTCP for the project for which booking amount and demanded payment from the complainant were received between the years 2006 to 2009. The company had pre launched the project and started collecting money from the buyers. Hence, at the time of booking, the company*



*was not entitled to collect money as the company was not having necessary approvals from the competent authorities. Further, the company could not produce the demand letters sent to the complainant as claimed. The company neither sent any cancellation intimation letter nor sent any email to the complainant. Further, the company did not make any effort to return the payment received from the complainant so far. Even, the company did not reply in response to the legal notice, dated 19.09.2019 sent by the complainant. Moreover, the project is still incomplete.*

*After completion of investigation of the case, charge sheet u/s 406/420/120B IPC against accused persons 1. M/s TDI Infratech Limited, 2. Mr. Kamal Taneja, Managing Director, 3. Mr. Ravinder Kumar Taneja, Director, 4. Mr. Devki Nandan Taneja, Director and Mr. Ved Prakash, Director has been prepared without affecting their arrest and submitted in the Court of Ld. M.M., Patiala House Court, New Delhi on 02.08.2024. The next date of hearing in the matter is 01.10.2024...”*

32. Upon conjoint reading of both the status reports, it transpires that the complainant has alleged that the petitioner and its directors made representations through advertisements in newspapers, hoardings, etc., claiming TDI to be a reputed builder known for its commitments. It was further represented that they would deliver the project in time and that all necessary permissions had either already been obtained or would be granted very soon.

33. The status report reveals that in the year 2006, the complainant was approached by the alleged persons who represented that the alleged company was in the process of launching a commercial project and



finalizing its location. The directors, namely Ravinder Taneja, Ved Prakash, Devki Nandan Taneja, Renu Taneja, and Gurpreet Singh Gandhi, had allegedly assured and confirmed to the complainant that all necessary permissions had been obtained or were about to be granted by the concerned authorities.

34. Under such impression, the complainant booked a commercial space admeasuring 204 sq. yards at the rate of Rs. 27,540/- per square yard and paid a sum of Rs. 8 lakhs towards the booking, for which the alleged persons issued a receipt mentioning "Advance Against Present and Future project for Commercial Area" with customer ID MCP 10153.

35. The status report indicates that the complainant had paid a total sum of Rs. 22,47,264/- to the alleged company for their present and future project for commercial area at TDI City, Sector 117-118-119, SAS Nagar, Mohali, Punjab till 17<sup>th</sup> January, 2009 as initial booking and other fees as per their demand. The complainant alleged that despite assurances that construction was progressing speedily and that he would soon be allotted a plot, no plot has been allotted till date. Despite many visits and requests, the alleged persons neither responded nor gave any satisfactory reply nor allotted the commercial plot in the said project.

36. Further, the petitioner-company neither sent any demand letter regarding dues nor any information for installment after 17<sup>th</sup> January, 2009. The company also did not send any intimation letter or email regarding cancellation of allotment of the plot to the complainant's given address. The complainant sent a legal notice dated 19<sup>th</sup> September, 2019 to the alleged



persons, but they failed to respond to the same. After many visits, the complainant came to know that his plot was cancelled by the company due to non-adherence to the payment schedule, and the cancellation was allegedly published in a local newspaper on 12<sup>th</sup> October, 2011 by way of a public notice.

37. The status report further reveals that during investigation, it was found that the petitioner-company obtained approval for project TDI Township area on Khrar Road, Sector 118, Mohali, Punjab, in Layout Drawing No. DC/TDI/MP/03/R-15 dated 29<sup>th</sup> October, 2009, vide letter no. 8997CTP (PB)/MPR-213 dated 20<sup>th</sup> November, 2009. However, the company did not have any approval/permission from Department of Town and Country Planning (hereinafter “DTCP”) for the project for which booking amount and demanded payment were received from the complainant between the years 2006 to 2009. The company had pre-launched the project and started collecting money from buyers without having necessary approvals from the competent authorities.

38. The status report concludes by stating that after completion of investigation of the case, a charge sheet under Sections 406/420/120B of the IPC has been prepared against accused persons: 1. M/s TDI Infratech Limited, 2. Mr. Kamal Taneja, Managing Director, 3. Mr. Ravinder Kumar Taneja, Director, 4. Mr. Devki Nandan Taneja, Director, and 5. Mr. Ved Prakash, Director, and has been submitted in the Court concerned on 2<sup>nd</sup> August, 2024.

39. In light of the aforementioned observations, this Court is of the



considered view that the allegations made against the petitioner are serious in nature and there exists *prima facie* material to indicate the commission of offences mentioned in the FIR as well as the chargesheet.

40. It is settled position of law that while exercising powers in proceeding for quashing of an FIR, the High Court only has to determine whether the allegations are uncontroverted on a *prima facie* basis and whether the material collected by the investigating agency supports the commission of offence on the face of it.

41. In the present case, upon investigation, it was found that the petitioner-company appears to have engaged in a series of transactions regarding the construction of various projects in pursuant to some schemes and arrangements entered into with the Government of Punjab.

42. As far as the complainant is concerned, the complainant paid booking amounts between the years 2006-2009 for a plot in a development project, but subsequently received no further communication regarding dues or installment schedules after 17<sup>th</sup> January, 2009.

43. The petitioner-company failed to provide any notification of the eventual cancellation of the plot allotment to the complainant's address to the investigating agency, instead, it was submitted that a cancellation notice was published in a local newspaper on 12<sup>th</sup> October, 2011, for which the petitioner has placed on record a copy of a notice which contains a tabular detail regarding some public notice being issued for cancellation.

44. However, the veracity of the same is controversial considering that the same is illegible and the petitioner has not filed any newspaper article



showing relevant dates or the name of the newspaper which is alleged to be 'The Tribune, Chandigarh'. Moreover, despite the complainant's legal notice dated 19<sup>th</sup> September, 2019, the company provided no response.

45. The aforesaid observations casts shadow upon the conduct and practice of the petitioner-company considering that the petitioner-company did not have any approval from the competent authorities regarding the construction and collection of payments until 20<sup>th</sup> November, 2009, however, they had already been collecting payments from the complainant and between the years 2006-2009 without having secured the necessary approvals from the DTCP.

46. This suggests that the company pre-launched the project and solicited funds without the requisite legal permissions, raising serious questions about the propriety and legality of their business practices.

47. Additionally, the petitioner-company has contended that it had issued various communication/letters to the respondent and despite sending several reminders to respondent no. 2, requesting him to pay the balance sale consideration and reminding him of the cancellation policy, respondent no. 2 failed to make payments as per the Payment Schedule.

48. The said averment is legally unsustainable in light of the fact that the petitioner-company has not placed on record any material to substantiate the aforesaid contention and the same has also been noted by the investigating agency in its status report where the petitioner company had submitted that the said communication is missing from its record.

49. Here, it is relevant to mention that the petitioner's contention that the



instant FIR has been registered belatedly does not hold any legal ground in light of the material found by the investigating agency regarding the seriousness of the petitioner-company's conduct, which *prima facie* reeks of *mala fide*.

50. The observations made in the preceding paragraphs indicate that the allegations and facts of the case contain essential ingredients for the commission of offences punishable under Sections 406/420/120B of the IPC.

51. In view of the foregoing discussions on facts and law, this Court does not find any cogent reasons to exercise its inherent powers. It is held that the petitioner has been unable to put forth any contentions to invite the extraordinary jurisdiction of this Court to quash the aforementioned FIR.

52. Accordingly, the instant petition stands dismissed along with the pending applications, if any.

53. It is made clear that nothing stated hereinabove shall be tantamount to the expression of any opinion on the final merits of the case pending before the Court concerned.

54. The order be uploaded on the website forthwith.

**CHANDRA DHARI SINGH, J**

**MARCH 24, 2025**  
**gs/ryp/mk**

*Click here to check corrigendum, if any*