



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

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*Reserved on: 9th July, 2025
Pronounced on: 8th October, 2025*

+ **W.P.(CRL) 2738/2019, CRL.M.A. 36742/2019 (directions)
& CRL.M.A. 14121/2025 (for additional documents)**

1. **SMT. RAJ SHOUKEEN**
W/o Shri Preet Singh
R/o A-1, Rangmahal Apartment,
Pitampura
DelhiPetitioner No.1
2. **PARAMVIR SHOUKEEN**
S/o Shri Preet Singh
R/o A-1, Rangmahal Apartment,
Pitampura
DelhiPetitioner No.2
Through: Dr. B.T. Kaul and Mr. Pranjal
Jaiswal, Advocates.
versus
1. **THE STATE OF NCT OF DELHI**Respondent No.1
2. **LOKEESH CHANDRA KHULBE**
S/o Sh. Manohar Khulbe
R/o 161, Maitri Apartment
I.P. Extn, Patpargang
DelhiRespondent No. 2
Through: Mr. Rahul Tyagi, ASC with
Mr. Sangeet Sibou, Mr. Priyansh Raj
Singh Senger and Mr. Aniket Kumar
Singh, Advocates for State alongwith
Insp. Dharmendra Pratap Singh, P.S.
EOW
Mr. Ramnesh Jerath and Ms. Taru
Gupta, Advocates for R-2



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W.P.(CRL) 2877/2019**SHRI SIDDHARTH SHARMA**

S/o Late Inderjeet Sharma,

R/o B-56, First Floor, Kishan Kunj Extension,

Part-II, Dda, Mini Stadium,

Near Bank Colony, Delhi-110092

.....Petitioner

Through: Mr. Praveen Suri, Advocate.

versus

1. STATE OF DELHI

Through:

The Commissioner of Police

Police HQ

MSO Building

I.P. Estate, ITO

New Delhi

.....Respondent No.1

2. The Dy. Commissioner

Economic Offence Wing

Mandir Marg Complex

Mandir Marg

Near Gole Market,

Near R K Ashram Metro Station

Delhi-110001

...Respondent No.2

3. SHRI LOKESH CHANDRA KHULBE

161, Maitri Apartment

Plot No. 28, IP Extension

Patparganj

Delhi-110092

...Respondent No.3

4. SMT. RAJ SHOUKEEN

A-1, Rang Mahal Apartment

Pitampura



2025:DHC:8902



New Delhi-110034

...Respondent No.4

Through: Mr. Amol Sinha, ASC with
Mr. Kshitiz Garg, Mr. Ashvini Kumar
and Mr. Nitish Dhawan, Advocates
for State alongwith Insp. Dharmendra
Pratap Singh, P.S. EOW
Mr. Ramnesh Jerath and Ms. Taru
Gupta, Advocates for R-2

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W.P.(CRL) 3036/2019**LALIT MOHAN SINGH**

S/o Late Sh. Vimal Kumar
R/o 581/9, Vimal Bhawan,
Jhankar Gali, Chirag Delhi,
New Delhi-110017

.....Petitioner

Through: Mr. Abhishek Sethi, Advocate.

versus

1. THE STATE

The Govt. of NCT of Delhi
Through Standing Counsel (Criminal)

.....Respondent No.1

2. LOKESH CHANDRA KHULBE

S/o Sh. Manohar Khulbe
161, Maitri Apartment
Plot No. 28, I P. Extension
Patparganj, Delhi-110092

.....Respondent No. 2

Through: Mr. Amol Sinha, ASC (Crl.) with
Mr. Kshitiz Garg, Mr. Ashvini Kumar
and Mr. Nitish Dhawan, Advocates
for State alongwith Insp. Dharmendra
Pratap Singh, P.S. EOW.



Mr. Ramnesh Jerath and Ms. Taru
Gupta, Advocates for R-2

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

J U D G M E N T

NEENA BANSAL KRISHNA, J.

1. The aforesaid three Writ Petitions have been filed under Article 226 of the Constitution of India read with Section 482 of the Code of Criminal Procedure, 1973 (*hereinafter referred to as 'Cr.P.C.'*) on behalf of the Petitioners, for quashing of the *FIR No. 151/2019* under Section 406/420/211/120-B Indian Penal Code, 1860 (*hereinafter referred to as 'IPC'*) dated 09.08.2019, registered with E.O.W, New Delhi and all the consequential proceedings arising therefrom.

2. ***Briefly stated***, on the written Complaint of Smt. Raj Shoukeen, the Petitioner No. 1, *FIR No. 151/2019* dated 09.08.2019 under Section 420/406/211/120-B of IPC, was registered at Police Station Tilak Marg, New Delhi on the Complaint made by Mr. Lokesh Chandra Khulbe/ Respondent No. 2 alleging that he had suffered *wrongful losses* because of the deceit and dishonest intention of the petitioners who are mother and son and their accomplices.

3. The factual matrix as narrated in the Petition, are that the Petitioner No. 2, Mr. Paramvir Shoukeen and Respondent No. 2, Mr. Lokesh Chandra Khulbe, were collegemates and in due course, became good friends since 1993 and their relationship grew into family relationships. Petitioner No. 1, Smt. Raj Shoukeen, completely trusted Respondent No. 2 and believed him to be her true well-wisher. The Respondent No. 2, gave a suggestion to Mr.



Paramvir Shoukeen/ Petitioner No. 2, that they could start their own business in construction as he had learnt his skills in this area from some people and had developed acquaintance and experience and also had good contacts with various developers from whom they could get the contracts. He proposed that they could form a Partnership Firm to earn good profits provided and they could make initial capital investment for running the Firm. Petitioner No. 2 in principle agreed to set-up the Partnership Firm, but could not be so in his personal capacity as he was in employment of a private Company and was getting a good package. On the persuasion of the Respondent No. 2, Petitioner No. 2 inducted Petitioner No. 1, raj Skoukeen, his mother as a partner while he was taking care of the business as he had complete knowledge, expertise and skill as to the nature of work for which the Partnership Firm had been set-up. An assurance was given to Petitioner No.1 that she would not have to personally attend the business, which would be taken care of by Respondent No. 2.

4. Petitioner No. 2 thus, entered into a Partnership Firm on 15.10.2014 with the Petitioner No. 1 as a partner, in the name of *R.L. Buildtech* and was duly registered with the Registrar of Firms on 17.10.2017. In terms of the Partnership Deed dated 15.10.2014, the Petitioner No. 1 and the Respondent No. 2, were to invest equal amount of funds in the Firm for the development of business and were to draw equal share in profits and losses. It was further agreed that the Petitioner No. 1 shall become the partner to safe-guard her investment, the capital investment and friendly loan that the Firm may require from the Petitioner No. 2.

5. It is asserted that Petitioner No. 1 is a senior citizen and never took care of the day-to-day affairs of the Partnership Firm, which was looked



after by the Respondent No. 2 for getting genuine work. On his suggestion, the Petitioner No. 2 agreed to meet one Mr. Piyush Tiwari and his wife, Ms. Shikha Tiwari, Directors of *M/s Kindle Developers* of the Housing Project “*Subhkamna Lords*” at Sector-79, Noida, District Gautam Budh Nagar, Uttar Pradesh. Mr. Piyush Tiwari and Ms. Shikha Tiwari agreed to award Contract for their Project on the condition that the Partnership Firm shall clear the outstanding dues of Mr. Tulip Tyagi, Director *M/s Prem Infracom*, to whom the contract had been earlier awarded, so as to enable the contract to be then awarded to the Partnership Firm for carrying out the construction work at the aforesaid site.

6. Initially, the Petitioner No. 2 raised an objection as to why they should take the burden of clearing the dues of the outgoing Contractor, but on the assurance of the Respondent No. 2 that he knew Mr. Piyush Tiwari and Ms. Shikha Tiwari who had good reputation in the market and that they were honest developers and had developed various Projects earlier, the Petitioners agreed to take up the Project.

7. When it came to clearing the dues of the earlier Contractor, the Respondent No. 2 expressed his inability to arrange the funds and requested the Petitioners to arrange the entire funds so that the Firm would be able to commence its business and assured that he shall remit his part of share of capital money to the Petitioners soon. The Petitioners accordingly, arranged the funds and transferred it into the account of Partnership Firm, which were then paid to the outgoing Contractor.

8. The Petitioners were slow to realise that the Respondent No. 2 in a conspiracy with Tiwaris, had succeeded in deceiving the Petitioners to part with more funds. The Petitioners paid Rs.25 Lakhs in the account of the



Partnership Firm and further a sum of Rs.25 Lakhs in cash, to the outgoing Contractor against a receipt on behalf of the Developers. The work Contract of the Project “*Subhkamna Lords*” was awarded to the Partnership Firm *vide* Letter of Intent dated 06.01.2015. The site was taken over for construction work. Initially, Mr. Piyush Tiwari and Ms. Shikha Tiwari made part payments of the work done through the Firm represented by the Respondent No. 2.

9. Being a partner of the Firm, the Respondent No. 2 enjoyed the perks and benefits to the maximum. In the month of February, 2015, on his demand, a vehicle *Mahindra XUV 500* was purchased on loan from the account of the Partnership Firm in which the money had been put exclusively by the Petitioner No. 1.

10. After sometime, Mr. Piyush Tiwari and Ms. Shikha Tiwari started showing their true colour and became irregular in supplying items/material for constructions, in terms of the Letter of Intent dated 06.01.2015. They also became irregular in making payments for the work done by the Firm. Due to the non-clearance of the bills of the Firm, it started incurring losses as it had to bear the cost of machinery, tools, diesel and salaried of employees and labour etc. The Respondent No. 2 instead of seeking release of payments from the Developers, always took their side and continued to execute the work despite the Firm incurring heavy losses. The Respondent No. 2 at no point of time, made his part of investment in the Partnership Firm, but enjoyed all the perks and benefits.

11. It is further claimed that the developers with a constant intention to defraud, committed default in clearing bills leading to huge losses. The



Petitioners demanded from the Respondent No. 2 to recover the payments from the Developers.

12. The Petitioner No. 2 and the Respondent No. 2 visited the Office of the Developers on 24.10.2016 where they met Mr. Piyush Tiwari and Ms. Shikha Tiwari, who admitted their liability and faults and assured to clear all the dues and also the running bills immediately.

13. Petitioners also requested Respondent No. 2, to give his part of the share in the capital of the Partnership Firm so that the money could be returned to those from whom it was borrowed but he again expressed his inability to give his share of the capital. To re-assure the Petitioners that the money was safe, an MOU dated 29.12.2016 was executed by the Developers/Tiwaris admitting their liability with an undertaking to clear the outstanding amount by 30.04.2017.

14. When the dues could not be cleared, Mr. Piyush Tiwari and Ms. Shikha Tiwari agreed to give two Flats as security against the outstanding liabilities. However, those two Flats had already been allotted by them to someone else, which fact was within the knowledge of the Respondent No. 2, who all along had been part of the acts of deceit and dishonest intention of the developers.

15. The financial difficulties continued as the Developers were not forthcoming in paying the bills and the Respondent No. 2 was not willing to contribute his share capital. The Respondent No. 2 suggested to issue cheques in the name of Partnership Firm, which were rejected by the creditors. In order to wriggle out of personal liability, the Respondent No. 2 suggested that money be transferred from the personal account of the Petitioner No. 1 into the Partnership Account so as to return the money to



the creditors from whom she had borrowed the money. The Petitioners accordingly raised a sum of Rs.15,00,000/- from the relatives and friends and deposited the amount in the Firm upto 15.07.2017, to meet the emergency situation in which the Firm had been thrown on account of aforesaid acts. On 15.07.2017, the Petitioner No. 1 and the Respondent No. 2, drew cheques of the amounts in favour of the creditors and secured them. It is claimed that the Respondent No. 2 used to keep the cheques of the Firm after getting them signed from Petitioner No. 1.

16. Later, the Petitioners came to know that they were not the only one to be cheated by the Developers but there were many other innocent persons, who had been cheated by them and several FIRs were registered against them in Delhi and NCR. *In most of the cases, Mr. Piyush Tiwari and Ms. Shikha Tiwari, had been declared Proclaimed Offenders.*

17. The documents and receipts were lying at the site Office where the entry of the Petitioners, has been restricted by the Director of M/s Kindle Developers, who have posted their bouncers and goons. Later, the Project and the site office, were seized and taken over pursuant to the Orders of the National Company Law Tribunal, in insolvency proceedings against the Developers.

18. The Petitioners then lodged a Police Complaint dated 16.08.2017 at Police Station Tilak Marg, New Delhi against the Developers of M/s Kindle Developers and the Respondent No. 2. After conducting a Preliminary Enquiry, *FIR No. 17/2018 under Section 406/420/467/468/471 and 34 of IPC*, was registered on 21.02.2018, against the Respondent No.2. The Police conducted a Preliminary Enquiry and then the Petitioners came to know that the Respondent No. 2, finding no other way to save his skin and by



distorting and twisting the figures and facts, had made a Complaint dated 21.12.2017 at Police Station Madhu Vihar. He concealed that the losses caused to the Partnership Firm, were due to his deceit and dishonest intention, which was accompanied by acts and omissions. The Respondent No. 2 then sent a Notice for Dissolution of Partnership Firm on 22.12.2017, without settling the accounts of the Firm. A Preliminary Enquiry was conducted and the Petitioners were also examined, on the Complaint of the Respondent No. 2.

19. Coming to know about the registration of FIR *No. 17/2018* against him, he gave a Supplementary Complaint on 25.03.2018 at Police Station Madhu Vihar, which was transferred to EOW, Delhi and FIR No. *151/2019* under Section 406/420/211/120-B IPC, was registered against the Petitioners.

20. It is asserted that this FIR could not have been transferred to EOW, Delhi as it did not come within its purview. It is further submitted that the Investigating Officer of the said FIR, for extraneous reasons, started pressurising Petitioner No. 1 to settle the matters and to get the cases filed under Section 138 of N.I. Act, withdrawn, in order to favour the Respondent No. 2.

21. The *Petitioners filed their Reply on 15.05.2018* to the Notice dated 10.05.2018 served upon them by the Investigating Officer. The Petitioner No. 1 also sent the Representation dated 30.05.2018 to various Senior officers as well as to the PMO, for impartial enquiry.

22. The enquiry was conducted for more than seven months, after which it was found that the Complaint of Respondent No. 2 lacked any merit and



evidence and there was no sufficient to register the FIR, but the Respondent No. 2 by using his resources and contacts, got the present FIR registered.

23. The Respondent No. 2 to create pressure upon the Petitioners, sent a Legal Notice dated 18.03.2019, demanding a share in the Partnership Firm even though he had not contributed a penny towards the capital. The Reply dated 04.04.2019 was given by the Petitioners and asked the Respondent No. 2, to remit his share in the Partnership Firm so that the liability of the Firm could be cleared.

24. The Quashing of the present ***FIR 151/2019 dated 09.08.2019*** is sought on the ***ground*** that no *prima facie* offence is made out against the Petitioners and no cognizable offence is disclosed as defined under Section 406/420/211/120-B IPC, during the investigations by Police Officers under Section 156(1) Cr.P.C. During the enquiry, the the Petitioners were summoned and the statements recorded by the Police. It came to a definite conclusion that the case was being tried to be foisted by the Respondent No. 2 for unfounded reasons and without any basis.

25. The Supplementary Complaint filed by the Respondent No.2, was a counter-blast to the FIR No.17/2018 registered against him, on the Complaint of the Petitioners.

26. It is asserted that the present FIR has been registered without any Preliminary Enquiry on the basis of Supplementary Complaint, which speaks of the extraneous considerations and the *mala fide* and the connivance between the Respondents and the other accomplices. FIR is registered only to pressurise the Petitioners from raising lawful demands against the Respondent No. 2 and others. The *mala fide* deceit and dishonest



intention of the Respondent No. 2, is writ large and established on the facts and circumstances of the case. *The FIR is an abuse of process of the Court.*

27. *Therefore, a prayer is made that the FIR No. 151/2019 dated 09.08.2019 be quashed.*

28. ***Status Report has been filed on behalf of the State*** wherein it has been explained that the Respondent No. 2, Lokesh Chandra Khulbe had filed two Complaints at Police Station Madhu Vihar, East. In the first Complaint, he had stated that he along with the Petitioner No. 2, Mr. Paramvir Shoukeen had formed a Partnership Firm in the name of *R.L. Buildtech*, in which the two partners of the Firm, were Petitioner No. 1, mother of the Petitioner No.2, Paramvir Singh and himself; both having 50% share in the Firm.

29. Due to his efforts, Project “*Shubhkamna Lords*” was awarded to the Firm by Kindle Developers Pvt. Ltd. Initially, they were making regular payments to the Firm. Thereafter, because of the interference of the Petitioner No. 2 in the day-to-day affairs of the Company, the Complainant/Respondent No.2 was forced to stop participating in the affairs of the Firm. There were verbal altercations and abuses because of which he completely stopped participating in the affairs of the Firm w.e.f. January, 2016. It was claimed that the Petitioner No. 2 took away all the original papers and blank signed cheques of the Firm, which still has in his possession.

30. In order to settle outstanding payment of Rs.2,50,000/-, the Kindle Developers through its partners, entered into MOU with the petitioner No.1 and got two Units transferred to the Petitioner No. 1 in their personal name, without the consent and knowledge of Respondent No. 2.



31. It was further claimed that there were illegal transactions done in the Firm Accounts, by Petitioner No. 1. He was promised a salary and some share in the profits, which came to around Rs.30,00,000/- but the Petitioners hatched criminal conspiracy and ousted him from the Firm and usurped his legitimate share in the Firm.

32. Various complaints under Section 138 of Negotiable Instruments Act, 1881 (*hereinafter referred to as "N.I. Act"*) were filed against the Respondent No. 2. The Petitioners also created false liability of Rs.1 Crore against the Firm. Furthermore, the co-conspirators, Siddharth Sharma and Lalit Mohan (*other Petitioners*) filed Complaints under Section 138 of N.I. Act against him by using his earlier signed cheques, which were taken away by Petitioner No. 2.

33. It was further stated that the Complainant had been examined in detail in order to verify the allegation of creation of false liability against the Partnership Firm. The Account statements were obtained. It reflected as under:

- "i. On 14.07.2017, One Mr. Ranvir Singh Mann transferred Rs. 1 Crore in the account of alleged Mr. Paramveer Singh.*
- ii. On 15.07.2017 alleged Paramveer Singh transferred Rs.50 Lakhs each in the account of Mr. Siddharth Sharma and Mr. Lalit Mohan Singh.*
- iii. On 15.07.2017 Mr. Siddharth Sharma and Mr. Lalit Mohan Singh transferred Rs.50 Lakhs each in the account of M/s R.L. Buildtech.*
- iv On 15.07.2017 M/s R.L. Buildtech transferred Rs.1 Crore in the account of Smt. Raj Shoukeen and from the account of Smt. Raj Shoukeen the same was transferred to the account of Mr. Paramveer Singh.*



v. *Further on 15.07.2017 Mr. Paramveer Singh transferred/returned Rs.1 Crore to Mr. Ranvier Singh Maan.*”

34. It was found that after making the aforesaid entries within 24 hours, liability of Rs. 1 Crore had been created against the Firm in respect of borrowing of Rs.50,00,000/- each, and cheques were handed over to Siddharth Sharma and Lalit Mohan Singh from the Firm Account.

35. During further investigations, MOU/Allotment of two Units in the name of the Petitioner No. 1, Ms. Raj Shoukeen by Mr. Piyush Tiwari, for the purpose of security of outstanding amount of Rs.2.5 Crores, emerged. However, the Company defaulted in making the payment and even these two Units were sold to the third party. In this regard, the Petitioner No. 1 got registered Case *FIR No. 17/2018 under Section 420/406/467/468/471 and 34 IPC at Police Station Tilak Marg, Delhi against Mr. Piyush Tiwari and others*. The Petitioner No. 1, Ms. Raj Shoukeen, Petitioner No. 2, Mr. Paramvir Shoukeen, Mr. Lalit Mohan Singh and Mr. Siddharth, were examined and their statements were recorded. It is submitted that the investigations are at the initial stage and have been expedited.

36. ***Counter-Affidavit was filed on behalf of the Respondent No. 2/Complainant***, who admitted that he along with the Petitioner No. 1, was the partner in the Firm, *M/s R.L. Buildtech*. It was claimed that the Petitioner in collusion with employees, Mr. Siddharth Sharma and others co-accused, hatched a conspiracy in order to extort money from the Respondent. In furtherance of illegal motive, the Petitioner misused the joined signed Cheques of the Firm, for their personal benefits and wrongful gain in regard to which the Respondent No. 2 made a Complaint. The five cheques of Rs. 1



Crore, had been issued in respect of which Mr. Siddharth Sharma has filed two Complaints under Section 138 of N.I. Act, in order to terrorise and extort money from the Respondent No. 2. The cases are pending trial before the Court of Ld. Metropolitan Magistrate.

37. Accused No. 4, Lalit Mohan Singh has also filed three Cases under Section 138 of N.I. Act with the same objective, which are also pending trial. In the aforesaid Complaint Cases under Section 138 of N.I. Act, the Petitioner No. 1 was also initially impleaded as an accused but subsequently, her name was dropped by the Complainants, on the ground that she had already paid 50% of the cheque amount. It was claimed that the false liability has been created by the Petitioners and their associates, who have committed various offences.

38. The averments made in the Writ Petition, are denied in toto and it is claimed that there is no ground for quashing of FIR. After due verification, FIR No. 151/2019 has been registered against the Petitioners. It is claimed that the present Petition is without merit and is not maintainable under law.

39. *Accordingly, it is prayed that the present Writ Petitions be dismissed.*

40. ***The Petitioner had filed a response to the Status Report*** filed by the Police, wherein they had reiterated their assertions as made in the Writ Petition.

41. *Written Submissions have been filed by both the Petitioners, as well as the Respondents.*

Submissions heard and the record perused.

42. The ***first set of allegations*** made by the Complainant, Lokesh Chandra Khulbe is that he had been induced into entering into a Partnership Firm by Petitioner No. 2, Mr. Paramvir Shoukeen with his mother Petitioner



No. 1, Ms. Raj Shoukeen, by making false representations and inducements. Further allegations have been made about the mismanagement in the affairs of the Firm, compelling the Respondent No.2 from the day to day affairs of the Firm.

43. It is further alleged that Ms. Raj Shoukeen, Partner of *R.L. Buildtech*, the Partnership Firm had entered into the Settlement with M/s Kindle Developers Pvt. Ltd., under which she got two Flats in her personal name instead of the Firm, against the outstanding payments of the Firm. Moreover, this Settlement with Developers was without the consent and knowledge of the Complainant with the *sole objective of cheating and playing fraud upon him*.

44. During the investigations, it was found that the Petitioner No. 1 indeed had got those two Flats allotted in her name pursuant to a Settlement, though the Settlement did not fructify and Ms. Raj Shoukeen has got an FIR No.17/2018 under Section 420/406/467/468/471 and 34 IPC at Police Station Tilak Marg, registered against the Developers. It is thus, asserted that chargesheet for the offence of cheating/criminal breach of trust, is thus, filed.

45. The ***second set of allegations*** were that a false liability of Rs. 1 Crore was created by the petitioner No.1 in the name of the Firm, in order to cheat the Complainant, who was the second partner in the Firm and the investigations found that a transaction of Rs. 1 Crore was reflected in the Accounts of the Partnership Firm, in the following manner:-

“a. On 14.07.2017, One Mr. Ranvir Singh Mann transferred Rs. 1 Crore in the account of alleged Mr. Paramveer Singh.



- b) *On 15.07.2017 alleged Paramveer Singh transferred Rs.50 Lakhs each in the account of Mr. Siddharth Sharma and Mr. Lalit Mohan Singh.*
- c) *On 15.07.2017 Mr. Siddharth Sharma and alleged Mr. Lalit Mohan Singh transferred Rs.50 Lakhs each in the account of M/s R.L. Buildtech.*
- d) *On 15.07.2017 M/s R.L. Buildtech transferred Rs.1 Crore in the account of Smt. Raj Shoukeen and from the account of Smt. Raj Shoukeen the same was transferred to the account of Mr. Paramveer Singh.*
- e) *Further on 15.07.2017 alleged Mr. Paramveer Singh transferred/returned Rs.1 Crore to Mr. Ranvier Singh Maan.”*

46. The entries so made reflected that within 24 hours, a liability of Rs. 1 Crore had been created in the name of *R.L. Buildtech*, when in fact, the money i.e. Rs. 1 Crore which was shown to be extended as a loan by one Mr. Ranvir Singh Maan to the account of Mr. Paramvir Shoukeen, the Petitioner No. 2, *got transferred back in the Account of Mr. Ranvir Singh Maan by the end of the day*. Moreover, these entries reflected it as a loan due from the Partnership Firm to *Mr. Lalit Mohan Singh*, who is none other than the son-in-law of the Petitioner No. 1, and *Mr. Siddharth Sharma* who is the friend of Petitioner No. 2. *On these allegations, Prima facie* offence under Section 420/406/467/468/471 and 34 IPC, was concluded to be made out from the investigations.

47. The ***third set of allegations*** is that the blank cheques had been signed by the Complainant, which had been taken by the Petitioners on the pretext of day-to-day management of the affairs of the Partnership Firm, but the



cheques have been misused and false liabilities have been created, in the name of the Firm.

48. The involvement of the Petitioner No. 2, Mr. Paramvir Shoukeen is also made out from the fact that even though, he was not a partner in the Firm, the Account Statements reflect that the Net Banking had been activated on mobile phone of Mr. Paramvir Shoukeen, reflecting his active involvement in the criminal conspiracy.

49. To Conclude, the Chargesheet on investigations in the *specific allegations* made in the Complaint by Respondent No.2 and the *evidence collected* during the investigations, has been filed under 406,420,211,120-B in the Court. It cannot be said that there exist any grounds to quash the Chargesheet or to set aside the cognizance taken by the Ld. Trial Court.

50. There is no ground for quashing of the FIR No. 151/2019, at this stage.

Conclusion:

51. The aforesaid Petitions are dismissed and disposed of accordingly, with the observations that nothing stated herein tantamount to expression on the merits of the case.

52. The Ld. Trial Court is at liberty to proceed with the Chargesheet in accordance with law.

53. Pending Applications, if any, also stand disposed of.

**(NEENA BANSAL KRISHNA)
JUDGE**

OCTOBER 08, 2025/RS