



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

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*Reserved on: 02nd December, 2025
Pronounced on: 23rd February, 2026*

+ CRL.M.C. 2499/2018, CRL.M.A. 8898/2018 & 3527/2019

MAHENDER SINGH

.....Petitioner

Through: Mr. Rakesh Tikku, Sr. Advocate with
Mr. Jaswinder Singh and Monu
Kumar Advocates.

versus

STATE (GOVT OF NCT OF DELHI) & ANR.Respondents

Through: Mr. Utkarsh, APP with SI Vivek.
Ms. Sima Gulati with Ms. Diksha
Narula, Advocates for R-2.

+ CRL.M.C. 2500/2018, CRL.M.A. 8905/2018

CENTRAL BANK OF INDIA

.....Petitioner

Through: Mr. Rakesh Tikku, Sr. Advocate with
Mr. Jaswinder Singh and Monu
Kumar Advocates.

versus

STATE (GOVT OF NCT OF DELHI) & ANR.Respondents

Through: Mr. Utkarsh, APP with SI Vivek.
Ms. Sima Gulati with Ms. Diksha
Narula, Advocates for R-2.

+ CRL.M.C. 2728/2018, CRL.M.A. 9705/2018 & 3518/2019

BNS RATNAKAR

.....Petitioner

Through: Mr. Rakesh Tikku, Sr. Advocate with
Mr. Jaswinder Singh and Monu
Kumar Advocates.

versus



STATE (GOVT OF NCT OF DELHI) & ANR.Respondents

Through: Mr. Utkarsh, APP with SI Vivek.
Ms. Sima Gulati with Ms. Diksha
Narula, Advocates for R-2.

+ CRL.M.C. 2738/2018, CRL.M.A. 9763/2018 & 3515/2019

MOHAN TANKSALEPetitioner

Through: Mr. Rakesh Tikku, Sr. Advocate with
Mr. Jaswinder Singh and Monu
Kumar Advocates.

versus

STATE & ANR.Respondents

Through: Mr. Utkarsh, APP with SI Vivek.
Ms. Sima Gulati with Ms. Diksha
Narula, 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. Petition filed under Section 482 of the Code of Criminal Procedure, 1973 (*hereinafter referred to as "Cr.P.C"*) on behalf of the Petitioners seeking quashing of CC No. 28797/2016, P.S. Barakhamba Road, under Sections 420/406/120B/34 of the Indian Penal Code, 1860 (*hereinafter referred to as "IPC"*) pending before Ld. MM, Patiala House Court, New Delhi.

2. The aforesaid four Petitions have been filed by the Bank and its Officials, namely, **Mahinder Singh (Crl. MC 2499/2018)**, AGM of the Asset Recovery Branch of the Central Bank of India, Accused No. 5; **Central Bank of India (Crl. MC 2500/2018)**, Accused No.1 Bank; **BNS**



Ratnakar (Crl. MC 2728/2018), AGM of the Asset Recovery Branch of the Central Bank of India, Accused No. 3; ***Mohan Tanksale (Crl. MC 2738/2018)***, GM of the Central Office Mumbai, Central Bank of India, Accused No. 2, for the quashing of the Complaint under Section 200 Cr.P.C. filed under Sections 406/409/420/120B/34 IPC by the Complainant and the ***Summoning Order dated 28.06.2017.***

Facts as per the Complainant Respondent No.2, Sh. Suresh Goel:

3. A Complaint under Section 190 Cr.P.C read with Section 200 Cr.P.C was filed under Sections 406/409/420/120B/34 IPC by the Complainant.
4. It is stated that the Complainant, Sh. Suresh Goel, is the Authorized Representative/Managing Director of *M/s Cosco Sales & Services Pvt. Ltd.* and *M/s Cosco Blossoms Pvt. Ltd.* The said two Companies had availed overdraft facilities from Central Bank of India, Janpath, New Delhi. Due to financial constraints, repayment could not be made by the Complainant and the accounts were declared NPA in 1999-2000.
5. *The Bank filed OAs No. 159/2002 and 160/2002 before DRT, New Delhi.* On 17.8.2012, Certificates of recovery for Rs 2,57,62,026/- plus interest @ 16% p.a. with cost of Rs.1,18,96,158/- and for Rs. 2,18,96,158/- plus interest @ 16% p.a. with cost were issued. (As on 31.3.2013 the amount in both the Certificates, came to Rs.13 crores approximately).
6. According to the Complainant, the Accused No.2 to 5, namely, *Shri M.V. Tanksale, Shri B.N.S. Ratnakar, Shri B. Mondal, Shri Mahender Singh*, approached the Complainant in January, 2013 to settle the Account, by way of One Time Settlement (“OTS”). The Complainant had already deposited ***Rs. 10 lakhs in a ‘No-Lien’ account.***



7. Thereafter, the Complainant and his son, met Accused No.2 to 5 on 08.02.2013 and they were informed in the Meeting that Bank can settle with the Complainant, provided he gave some proposal in writing. Relying on their assurances, the Complainant deposited an additional **Rs.48 lakhs on 08.02.2013** and submitted an OTS proposal.

8. On receipt of this offer, the Accused issued terms of Settlement/Compromise **vide Sanction Letter dated 27.02.2013**. As per this Letter, the Bank agreed to compromise for Rs.6 Crores towards full and final settlement of its dues. Rs.58 lakhs was deposited in 'No Lien' Account was agreed to be adjusted, on conveying the Sanction. Balance of Rs.542 lakhs was to be paid before 31.03.2013 with interest, at the base rate plus 2% Simple Interest on reducing balance.

9. It was agreed that in case of default, the compromise would stand cancelled and the decree would remain executable. The Complainant Company was required to submit PDCs for the amount, at the time of conveying Sanction and in default of payment the Compromise was to be treated as cancelled. In case of default of payment by the Complainant, all concessions were to be treated as withdrawn as if no Settlement has taken place. The Complainant accepted the terms.

10. As the full settlement amount could not be paid and only Rs.58 lakhs stood deposited, the OTS stood automatically cancelled and concessions withdrawn. The Complainant accepted the terms of OTS. However, the Complainant was unable to abide by the terms of OTS, and the amount of Rs.58 lakhs remained deposited with the Bank. As the compromise stood cancelled, all the concessions that were given were also withdrawn.



11. The Complainant wrote a Letter dated 26.04.2013 requesting the Accused Bank to comply with the Bank's Sanction Letter dated 27.02.2013 and to return the amount of Rs.58 lakhs, which was deposited with the Bank for the purpose of Settlement.

12. Instead, the Bank issued a **Letter dated 20.04.2013** (received on 27.04.2013) stating that the debt had been assigned to UVARCL through an ***Assignment Agreement dated 20.04.2013.***

13. The Complainant alleged that Bank had misappropriate the amount of Rs.58 lakhs paid it. It was further claimed that the officials of the Bank assigned the debt to UVARCL in conspiracy, with the sole intention to usurp and grab the properties. The Assignment Agreement that was executed was to be effective from 20.04.2013, whereas the Stamp Paper and the Court duty was paid on 30.07.2013. The documents were registered on 12.08.2013.

14. It was further stated that the Accused No.7 to 9, namely, *Ms. Shilpi Sharma, Mr. Pramod Sharma, Mr. Ashwani Kumar Chadha*, officials of UVARCL approached the Complainant in January, 2013, which was much prior to the execution of the Assignment Agreement with the Bank, and informed that they were sent by Central Bank of India to negotiate the Settlement with him. It was further alleged that despite Recovery Certificates of about Rs. 13 crores, bank officials conspired to assign the debts to *UVARCL* at a much lower consideration, allegedly in collusion and with dishonest intent.



15. It is further submitted that, much prior to the execution of the Assignment Agreement with the Bank, certain officials of UVARCL had approached the complainant in January 2013.

16. Specifically, Accused No. 8/Mr. Pramod Sharma (Key Personnel), and Accused No. 9/Mr. Ashwani Kumar Chadha (Deputy Chief Executive of Accused No. 6), acting under the instructions of their Promoter-Director, Accused No. 7/Ms. Shilpi Sharma, visited the Complainant at his residence on 12.01.2013. They represented that they had been sent by the officials of the Central Bank of India and attempted to negotiate a settlement with the complainant on behalf of the Bank, while allegedly demanding a commission for the said purpose.

17. It was alleged that this Agreement was fabricated and antedated to misappropriate the Complainant's money. It is evident that the said Assignment Agreement was fabricated, for the purposes of cheating the Complainant by the above sale accused persons and the sole game plan since inception, of the above said accused persons was to snatch the properties and earn wrongful *personal gain, under the shadow of said Assignment Agreement*.

18. The Complainant alleged that the Accused persons acted in collusion, to execute the Assignment Agreement and misappropriate Rs.58 lakhs, and a wrongful loss of Rs.58 lakhs was caused to him, which was a wrongful gain to the Bank. Moreover, the Assignment Agreement consideration was much lower than the recovery amount and the deposited Rs. 58 lakhs, was not reflected in the Agreement. The Complainant alleges that the document is forged and created to cause wrongful loss to him and wrongful gain to the



accused. The Complainant claimed that the Bank officials in conspiracy with each other, cheated and committed the breach of trust, constituting offences under Sections 409/420/120B/34 IPC, and related violations under IPC and banking laws.

19. The Complaints were made to SHO, P.S. Barakhamba Road on 16.10.2013 and 20.11.2013, but no action was taken. Reminders were sent to DCP Parliament Street on 06.02.2014 and 13.03.2014, but no action followed.

20. *The Complainant thus, filed a Complaint under Section 200 Cr.P.C for the offence under Section 406/409/420/120B/34 IPC.*

21. In **pre-summoning evidence**, the Complainant examined himself as CW1 and reiterated the facts contained in the Complaint and exhibited the documents.

22. ***Ld. MM summoned Accused No.1 to 5 for commission of offences under Section 420/409/120B IPC vide Order dated 28.06.2017.***

23. The Accused persons have challenged the Summoning Order by way of the Writ Petition.

Grounds taken by the Petitioners:

24. The Petitioners ***have challenged the impugned Order on the ground*** that the Ld. MM has wrongly summoned the petitioners, without considering whether the averments made in Complaint *prima facie* constitute any offence. There is nothing in the Complaint that substantiates the commission of an offence of Cheating under Section 420 IPC or Criminal Breach of Trust under Section 405 IPC.



25. It is submitted that Respondent No. 2 had received and accepted the Letter dated 28.02.2013 conveying the sanction, thereby establishing that there was no objection to adjustment of the said amount pending completion of other stipulations in the said letter. Subsequently, Respondent No. 2 failed to make the balance payment and the compromise lapsed. However, this did not mean that the sum of Rs. 58 lakhs already deposited by Respondent No. 2, upon which the 'No Lien' status ceased to apply, was liable to be refunded.

26. Ld. MM failed to appreciate that the deposit of Rs. 58 lakhs made by Respondent No. 2 in a 'No Lien' account, was liable to be adjusted in terms of the Sanction Letter. Respondent No. 2 had accepted the terms of the sanction. Accordingly, there was no 'entrustment' after 28.02.2013, and the Bank was well within its rights to adjust the amount in terms of the Agreement. *Consequently, no case of 'entrustment' or alleged criminal breach of trust is made out.*

27. Ld. MM failed to appreciate that even on a complete reading of the allegations made in the Complaint, pre-summoning evidence, and the documents placed on record, no offence whatsoever is made out; much less the offences of cheating or criminal breach of trust.

28. It is submitted that the Central Bank of India and its officers were acting in exercise of statutory powers conferred under the SARFAESI Act, 2002 while assigning the debt, after Respondent No. 2 failed to honour the compromise.



29. Even on merits, Respondent No. 2 was not entitled to refund of the sum of Rs. 58 lakhs. Accordingly, the Complaint was misconceived and ought not to have been entertained.

30. It is submitted that the offence of cheating is not even remotely made out from a reading of the Complaint, as the said offence presupposes fraudulent misrepresentation and dishonest intention at the inception of the transaction. *In the present case, there was no misrepresentation as all terms were conveyed clearly and categorically.*

31. Ld. MM failed to appreciate that the other accused persons working in UVARCIL, were dropped from the array of parties' consequent upon settlement with Respondent No. 2 during the pendency of the Complaint, despite allegations of criminal conspiracy with officials of the Bank. This itself demonstrates that Respondent No. 2 has falsely implicated the Petitioners and other accused persons for extraneous considerations, and that the allegations lack substance.

32. Moreover, the Civil Suit filed by Respondent No. 2 is pending which indicates that the dispute is **essentially civil in nature** and is being deliberately given a criminal colour. *In the Summary Suit filed by Respondent No. 2, the Leave to Defend applications are still pending adjudication.*

33. Furthermore, there is no specific averment against the Petitioners in the entire body of the Complaint and that the petitioners have been wrongly arrayed as an accused. It is settled law, as laid down by Apex Court in SMS Pharmaceuticals Ltd. vs. Neeta Bhalla & Ors., dated 20.02.2007, that liability arises on account of specific conduct, act, or omission on the part of



a person, and not merely by virtue of holding an office or position in a company. The Complaint must disclose necessary and specific allegations against such person.

34. Hence, a prayer is made to quash the CC. No. 28797/2016, P.S. Barakhamba Road, under Sections 420/406/120B/34 IPC.

35. A Counter-Affidavit has been filed on behalf of the Respondent No.2/ Complainant Sh. Suresh Goel. He took the *preliminary objections* that the present Petition for quashing of the proceedings in the Criminal Complaint Case, has been filed after a period of 10 months for which there is no explanation. The Petition is not maintainable as the Summoning order dated 28.06.2017 is a revisable Order and the Revision Petition under Section 397/399/401 Cr.P.C. was the appropriate alternate remedy available to the Petitioners.

36. The Petitioners have invoked this extra-ordinary and inherent powers of this Court under Section 482 Cr.P.C even though there is an alternate remedy under Cr.P.C. It is claimed that this Petition has been filed to circumvent the due process and to avoid the legal objections relating to period of limitation, as applicable for filing the Revision Petition. This is an abuse of process of law and on this ground itself, the Petition should be dismissed.

37. It is further contended that the Petition does not disclose any ground for quashing of the proceedings of the Criminal Complaint and is otherwise based upon the probable defence of the Accused, which by itself is full of infirmities and is *prima facie* unbelievable; it is required to be proved by way of evidence during the trial. It is further contended that the Petitioners



have deliberately concealed material facts and documents and have attempted to mislead this Court.

38. The facts have been distorted and misrepresented. It has been falsely claimed that Rs.58 lakhs were credited to the Account of the Respondent. It is further wrongly claimed that the alleged Assignment Deed was dated 20.04.2013; as per its own relied documents of Assignment Deed show that the Stamp duty for the document was purchased only on 30.07.2013 and was registered on 12.08.2013. In any event, the veracity of this document is shrouded in mystery and truth can be unravelled only during the trial.

39. The Petitioner asserts that the alleged Assignment Deed that the Assignment of Debt to Assignee M/s UVARCL was of the entire Decretal amount along with interest calculated up to the said date, as has been clearly stated in Schedule 1 of the Assignment Deed, which further establishes that the amount paid by the Complainant was never credited to the Account of the Companies of the Complainant.

40. Furthermore, it was stated in the Sanction Letter dated 27.02.2013 that the amount was paid and was deposited in the 'No Lien Account'. Therefore, the amount was liable to be returned/refunded to the Complainant in the event of failure of OTS, as was proposed and was under process. As a matter of fact, the amount of Rs.10 lakhs were already lying in the 'No Lien Account', which amount was included in the total of Rs.58 lakhs. This amount was never credited to the Account of the Complainant. *Prima facie*, offence under Section 420/409/1230B IPC was established. *Hence, the Summoning Order, is not liable to be recalled.*



41. Furthermore, it has been stated in the Complaint that there was some involvement of M/s UVARCL even in January, 2013 and the accused persons arraigned in the Complaint, had acted in tandem and deliberately mislead and induced the Complainant, by concealing the true facts relating to the involvement of M/s UVARCL. Thereby, the Complainant was induced to pay such a huge amount which they never intended to be credited to the account of the Complainant or to his Companies. The assignment of entire decretal amount and payable interest, has been done dishonestly with criminal design to assign to M/s UVARCL, which amounts to a case of *Cheating and Criminal Breach of Trust*.

42. It was further stated that the Accused Bank and the Accused persons had created back dated documents of Assignment to cull out a false, flimsy and frivolous of Assignment, after receipt of Letter dated 26.04.2013 from the Complainant demanding back the sum of Rs.58 lakhs, since the OTS had failed and the position was to revert to *status quo ante* as there was no Settlement.

43. The Complainant has relied on State of Haryana vs. Bhajan Lal, 1992 AIR 604; R.P. Kapur vs. The State of Punjab, (1960) 3 SCR 388 to state that the Petition of the Petitioners is not liable to be quashed.

44. *On merits, all the averments made in the Petition have been denied.*

45. The **Status Report has been filed on behalf of the State**, wherein all the facts as stated herein have been detailed. After receipt of Complaint, enquiry was conducted and it was found that no cognizable offence was made out. The Complainant had filed a Complaint under Section 200



Cr.P.C along with an Application under Section 156(3) Cr.P.C. The Status Report had also been duly filed before the Ld. M.M.

46. The *Petitioners in their Written Submissions* has reiterated his assertions as made in the Petition. The *Respondent No.2 in the Written Submissions*, has made submissions on similar lines as the Counter-Affidavit.

Submissions heard and record perused.

47. The facts as narrated by the Complainant in his Complaint are that Sh. Suresh Goel, who was Authorised Representative of M/s Cosco Sales & Services Pvt. Ltd. and M/s Cosco Blossoms Pvt. Ltd., was running the business smoothly and had Overdraft facilities from Central Bank of India, New Delhi. However, they were declared NPA in the year 1999-2000. Two OAs were filed before DRT, in which, Recovery Certificates were issued for Rs.2,67,62,026/- and Rs.1,18,96,158/- along with interest @ 16% per annum, totalling to Rs.13 crore approximately.

48. The Complainant has asserted that Petitioners, who were Senior business officer of Central Bank of India, approached him in the year 2013 for a One Time Settlement (“OTS”), which was finally settled and OTS was entered into between the parties. Accordingly, Sanction Letter dated 27.02.2013 was issued.

49. As per the terms of this OTS, it was agreed that total amount of Rs.6 crore only was payable towards full and final settlement of Bank dues of Rs.58,00,000/-, out of which Rs.10,00,000/- were lying in ‘No Lien’ Account and Rs.48,00,000/-, which were additionally transferred to this account, shall be adjusted in the Settlement amount. Balance



Rs.5,42,00,000/- would be paid before 31.03.2013, along with interest at the base rate plus 02% Simple Interest on reducing balance. In case of default in payment, as per the terms of sanction, the compromise was to be automatically treated as cancelled and all concessions shall be treated as withdrawn, as if there were no compromise ever between the parties and in that event the decree shall be executed.

50. The Complainant himself stated that the terms of the Sanction Letter, could not be adhered to and the balance payment of Rs.5,42,00,000/- could not be paid, as agreed upto 31.03.2013. Once the OTS fails, as per the averments of the Complainant, the liability of the two Companies, who were being represented by the Complainant, got revived under the Recovery Certificates.

51. The Complainant has sought to invoke the offence of cheating and criminal breach of trust on the ground that the Complaint, *vide* his request Letter dated 26.04.2013, had requested the Bank to return the amount of Rs.58 Lacs, as had been entrusted by the Complainant to the Bank, solely for the purpose of settlement. Since this money was retained and not adjusted in his outstanding liability, there was *cheating and breach of trust* committed by the Bank.

52. *The gravamen of the Complaint is that the Bank failed to refund the sum of Rs.58 lakhs deposited in the 'No Lien' Account and thereby, committed offences under Sections 406/409/420 IPC.*

53. **First and foremost**, admittedly, OTS failed on account of non-adherence of the terms by the Complainant. **Secondly**, though this amount of Rs.58 lakhs was lying in 'No lien' account, the Bank, in case of default, was



well within its right to adjust the said amount towards outstanding amount. It cannot be held to be a case of criminal breach of trust or of cheating.

54. It was contended on behalf of the Bank that due adjustment of this amount has been done in the loan account of the Complainant. Even if it is not correct, it is merely a case of recovery of Rs.58 lakhs, to which the Complainant is making a claim, which is purely a civil dispute, for which he has already invoked civil remedy by filing a Civil Suit, which is pending trial.

55. At best, the dispute relates to adjustment or refund of money arising out of contractual terms. There is no material to indicate any fraudulent or dishonest intention at the inception of the transaction, a *sine qua non* for constituting the offence of cheating under Section 420 IPC. *Thus, it does not disclose any criminal offence, as is sought to be made out by the Complainant.*

56. *The **second averment** made by the Complainant is that after receiving the Request Letter dated 26.04.2013 of the Complainant demanding return of Rs.58 lakhs, the Bank and its officials, in order to cheat him, fabricated the ante-dated document dated 20.04.2013, informing the Complainant that the Bank has absolutely assigned the debts of the Complainant, in favour of UV Asset Reconstruction Company Ltd. (“UVARCL”) vide Assessment Agreement dated 20.04.2013.*

57. The Complainant has asserted that this Letter had been prepared to misappropriate the amount of Rs.58 lakhs paid by the Complainant to the Accused Bank. There is illegal nexus between the officials of the Central Bank of India and officials of UVARCL in entering into the Assessment



Agreement dated 20.04.2013, which was solely prepared in connivance of the officials of the Central Bank of India and officials of UVARCL, with the sole motive and intention to grab the valuable properties of the innocent persons.

58. Moreover, while the Assignment Agreement is dated 20.04.2013, the Stamp Paper of this Assessment Agreement was paid on 30.07.2013 and the documents were registered on 12.08.2013, which again reflects the fabrication for the purpose of cheating the Complainant.

59. The contention of the Petitioners is that Assessment Agreement dated 20.04.2013 is a fabricated document. But the Bank was well within its right to assign its debts to the Company. This was an Agreement entered into by the Bank with UVARCL in its business wisdom and there is nothing to show that it was intended to cheat the Complainant of his Rs.58 lakhs. Even if the account got assigned along with other NPA Accounts, it is merely a business venture in which no element of cheating can even *prima facie* presumed. *The Bank and Petitioner have stated that this amount has been given due adjustment in the Assessment Deed.*

60. In any case, if there is any challenge of the Complainant to his entitlement to Rs.58lakhs, he has his own civil remedy. No offence of cheating or criminal breach of trust has made out, merely because the Petitioners and Central Bank of India entered into Assessment Agreement with UVARCL, which was formalised on 20.04.2013. Parties may have chosen to purchase the Stamp Paper in July, 2013 and may have got it registered on 12.08.2013, but it was only a legal formality that got completed subsequently.



61. There is not a whisper of any fact which can give any presumption of there being any *mala fides* between the Central Bank of India and UVARCL. Neither of the party has challenged that they had not entered into the Assessment Agreement on 20.04.2013 or that the formality of registration was undertaken in July, 2013. *Again, there is no specific allegation demonstrating that the Assignment Agreement was executed with a pre-existing conspiracy, to cheat the Complainant.*

62. The **third contention** raised by the Complainant is that officials of UVARCL had approached in January, 2013 and claimed that they had been sent by the officials of Central Bank of India and they tried to negotiate the settlement on behalf of Central Bank of India. The officials of UVARCL may have approached the Complainant in January, 2013, but the Complainant himself has stated that they had approached him for and on behalf of Central Bank of India.

63. This clearly reflects that the officials of UVARCL had not approached in their own right, simply because the Assessment Agreement was not executed till then. Such negotiations, even if assumed to be true, do not disclose ingredients of criminal conspiracy under Section 120B IPC in the absence of material indicating an Agreement to commit an illegal act. *No connivance or conspiracy can be even prima facie presumed, from these assertions made by the Complainant.*

64. If the entire content of the Complaint is admitted to be correct and true *in toto*, even then, it does not disclose any criminal offence of cheating or of criminal breach of trust or any other criminal offence.



Conclusion:

65. In these circumstances, the Complaint under Section 200 of Cr.P.C. along with the Summoning Order date 28.06.2017 and all proceedings emanating therefrom, is **quashed**.

66. Petition along with pending Applications is disposed of.

(NEENA BANSAL KRISHNA)
JUDGE

FEBRUARY 23, 2026/R