



2025:DHC:6422



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IN THE HIGH COURT OF DELHI AT NEW DELHI

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Judgment delivered on: 04.08.2025

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CRL.M.C. 371/2025 & CRL.M.A. 1796/2025**L AND T FINANCE LTD.**

.....Petitioner

Through: Mr. Rajiv Nayar and Mr. Dayan Krishnan, Senior Advocates with Mr. Amit K. Mishra, Ms. Mitakshara Goyal, Mr. Akshat Hansaria, Ms. Shreya Nair, Mr. Aryan Tikoo, Ms. Manjira and Mr. Sreedhar, Advocates

versus

STATE OF NCT OF DELHI & ORS.

.....Respondents

Through: Mr. Manoj Pant, APP for the State with Ms. Puja Mann, Advocate and SI Lakhan.
Mr. Tanvir Ahmed Mir, Senior Advocate with Mr. Tanvir Nayar, Ms. Archana Singh, Mr. Samar Khan, Mr. Abhishek Bakshi, Mr. Yash Datt, Mr. Yagyesh Kumar and Ms. Yashodhara, Advocates for R-2 to 5
Mr. Vikas Pahwa, Senior Advocate with Mr. Kamaljeet Singh, Mr. Vaibhav Khanna and Ms. Sanskriti Gupta, Advocates for R-9.

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CRL.M.C. 426/2025 & CRL.M.A. 2082/2025



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EDELWEISS ASSET RECONSTRUCTION
COMPANY LIMITED

.....Petitioner

Through: Mr. Vikas Pahwa, Senior
Advocate with Mr. Kamaljeet
Singh, Mr. Vaibhav Khanna and
Ms. Sanskriti Gupta, Advocates.

versus

STATE OF NCT OF DELHI & ORS.

.....Respondents

Through: Mr. Manoj Pant, APP for the State
with Ms. Puja Mann, Advocate
and SI Lakhan
Mr. Tanvir Ahmed Mir, Senior
Advocate with Mr. Tanvir Nayar,
Ms. Archana Singh, Mr. Samar
Khan, Mr. Abhishek Bakshi, Mr.
Yash Datt, Mr. Yagyesh Kumar
and Ms. Yashodhara, Advocates
for R-2 to 5.

CORAM:

HON'BLE DR. JUSTICE SWARANA KANTA SHARMA

J U D G M E N T

DR. SWARANA KANTA SHARMA, J

1. Since both these petitions arise from similar factual backgrounds, and assail the same order, they were heard together and are being disposed of by this common judgment.
2. By way of these two petitions, the petitioners – L and T Finance Ltd. [hereafter '*L&T*'] and Edelweiss Asset Reconstruction Company Limited [hereafter '*Edelweiss*'] – seek setting aside of the



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order dated 15.01.2025 [hereafter '*impugned order*'] passed by the learned Chief Judicial Magistrate, South, Saket Courts, New Delhi [hereafter '*Magistrate*'] in Ct. Case No. 322/2024, titled "Gurmeet Kaur Gill v. Government of NCT of Delhi", and quashing of the proceedings emanating therefrom, i.e. FIR No. 0005/2025, registered on 16.01.2025, at Police Station Economic Offences Wing (EOW), New Delhi.

FACTUAL BACKGROUND

3. The background of the present case reveals that the FIR was registered pursuant to the impugned order passed on an application filed under Section 156(3) of the Code of Criminal Procedure, 1973 [hereafter '*Cr.P.C.*'] by the complainants against the accused persons. The joint complaint was filed by Gurmeet Kaur Gill, Jesleen Kaur Papneja, Ajit Kaur Gill, and Mohinder Pal Singh Gill through their attorney, alleging that they are the absolute owners of land measuring 24.1563 acres situated at Village Dhankot, Gurugram, Haryana. It was alleged that in 2012, Mr. Navin N. Raheja, on behalf of M/s Raheja Developers Limited [hereafter '*Raheja Developers*'], approached the complainants seeking collaboration for obtaining two licenses for Group Housing/Commercial Development. In this regard, an agreement dated 13.08.2012 was executed, which was later amended vide Supplementary Collaboration Agreement dated 25.06.2013. The complainants also executed a General Power of Attorney on 25.06.2013 in favour of Raheja Developers.



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Subsequently, Raheja Developers obtained a license from DTCP, Chandigarh, for setting up a residential group housing project over 10.10625 acres of land. It is further alleged that the said company also obtained License No. 72/2014 for an additional 2.3805 acres for a group housing project in the name of 'Raheja Vanya'. The complainants alleged that the Collaboration Agreements dated 13.08.2012 and 25.06.2013 were later superseded by a Memorandum of Understanding (MoU) dated 07.10.2016. This MoU pertained to financing the development of the project on the licensed land and stipulated that such financing and any mortgage created over the licensed land shall not be used for any purpose other than the construction and development of the said project. It was alleged that Raheja Developers, in connivance with L&T, used the licensed land as cross-collateral to avail a loan facility of ₹450 crores from L&T for purposes other than construction and development of the project, thereby placing the entire project at risk. L&T allegedly approved the said loan facility without any notice to or consent from the complainants, in violation of the agreements executed between the complainants and Raheja Developers, and without making the complainants a party to the said loan. It was further alleged that Raheja Developers obtained consent from the complainants on the basis of false assurances and executed a Backup Security Agreement dated 25.10.2016, which allowed a second charge of the complainants over all securities included in the loan facility. While the complainants later agreed to keep the licensed land as security for



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Project Vanya, on a stand-alone basis, towards the said loan facility of ₹450 crores, they subsequently discovered that L&T had enhanced the loan to ₹620 crores without informing them. The complainants also alleged that Raheja Developers failed to make the agreed revenue share payments to them, and that such defaults were persistent and continuing. Therefore, the approval and enhancement of the loan facility, allegedly in violation of guidelines and procedures governing high-value loans, was unjustified. It was further alleged that L&T illegally issued an NOC to Raheja Developers to enable them to sell units to third parties, despite knowing that this would breach the MoU dated 07.10.2016. L&T was also accused of failing to notify RERA about these violations for its own benefit. According to the complainants, Raheja Developers failed to comply with the terms of the MoU, and the collections/receivables of Project Vanya were diverted and misused under the garb of loan repayment, contrary to RERA provisions. They further alleged that L&T, without ensuring compliance with mandatory provisions of RERA, extended a loan facility of ₹450 crores to Raheja Developers, which was later unilaterally and illegally enhanced to ₹620 crores and subsequently assigned to Edelweiss. It is alleged that Edelweiss, in collusion with L&T, continued to support Raheja Developers despite their inability to discharge existing liabilities, and facilitated financial irregularities including round-tripping of funds and evergreening of loans, using securities that belonged to third parties including the complainants. In



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light of these allegations, the complainants sought an inquiry into the matter and registration of FIR against the accused persons.

4. Initially, the complaint was enquired into but was closed by the police on the ground that no cognizable offence was made out.

5. However, *vide* impugned order dated 15.01.2025, the learned Magistrate allowed the application filed under Section 156(3) of Cr.P.C. and directed registration of FIR. Consequently, on 16.01.2025, the present FIR was registered at Police Station EOW, New Delhi, for offences punishable under Sections 406, 409, 420, and 120B of the Indian Penal Code, 1860 [hereafter '*IPC*'].

SUBMISSIONS BEFORE THE COURT

On behalf of the Petitioners

6. The learned Senior Counsel appearing for the petitioner, L&T, assailed the impugned order on the ground that it suffers from a complete lack of application of mind and is, therefore, arbitrary and legally unsustainable. It was submitted that despite the Action Taken Report (ATR) having been filed before the learned Magistrate, and despite a preliminary inquiry conducted by the police authorities wherein it was concluded that no cognizable offence was made out, the learned Magistrate, without offering any cogent reasoning or analysis, proceeded to disregard those findings and directed the registration of FIR. It was argued that the impugned order merely makes a bald assertion that the allegations are 'grave' and mandates registration of FIR, but fails to specify any factual or legal basis for



such a conclusion. The order does not engage with the substance of the allegations, nor does it record any reasoning to support the satisfaction required under Section 156(3) of Cr.P.C., thereby violating the principles of fairness and procedural propriety.

7. The learned Senior Counsel further contended that the complainants have attempted to give a criminal colour to what is essentially a civil dispute, purely arising out of non-payment of revenue shares, alleged breaches of financial documentation, and issues relating to loan enhancement, all of which are matters falling within the domain of civil proceedings. It was pointed out that the complainants have already initiated insolvency proceedings against Raheja Developers before the National Company Law Tribunal, Delhi, and the filing of the present criminal complaint is an afterthought, evidently a parallel strategy to recover their dues. It was further contended that there exists no privity of contract between the complainants and L&T, and the petitioner is not a party to any of the agreements executed between the complainants and Raheja Developers. The primary grievance of the complainants, i.e., the enhancement of loan from ₹450 crores to ₹620 crores without their consent and the alleged creation of charge over the licensed land, is unsubstantiated, and no *prima facie* material has been placed on record to support these allegations.

8. The learned Senior Counsel also submitted that the complainants have misled the Court by suppressing material facts, including their own acknowledgments and correspondences wherein



they expressly permitted the licensed land to be used as cross-collateral for the development of Project Vanya along with three other projects. It was contended that the complainants have approached the Court with unclean hands and made multiple misleading statements in their complaint. The entire FIR, it was argued, is founded on vague, unverified allegations and amounts to an abuse of the criminal process. It was thus contended that the impugned order be set aside.

9. *Similarly*, the learned Senior Counsel appearing for the petitioner, Edelweiss, submitted that the impugned order dated 15.01.2025 is wholly unsustainable in law, as neither the order nor the FIR discloses any material whatsoever against the petitioner to justify the direction for registration of FIR or the naming of the petitioner as an accused. It was argued that the dispute between the complainants and Raheja Developers is purely civil and contractual in nature and does not disclose the commission of any cognizable offence. The complainants' grievance essentially pertains to alleged misuse of loan proceeds, breach of revenue share arrangements, and dissatisfaction with financial structuring – all of which are matters alien to the scope of criminal law. It was contended that even if the allegations in the FIR are accepted at face value, they do not *prima facie* disclose the commission of any offence under the IPC against Edelweiss.

10. The learned Senior Counsel emphasised that no specific allegation has been made against Edelweiss in the entire complaint or



the FIR. Despite this, the petitioner has been arbitrarily arrayed as accused no. 6 in the FIR, without any basis in fact or law. Such unreasoned implication of a financial institution in a criminal case, it was submitted, has serious ramifications and is contrary to established legal principles. It was further submitted that the complainants have made patently false representations before the learned Magistrate and have deliberately suppressed material facts. In particular, while they now claim that the licensed land was mortgaged without their consent, the record reveals that they had acknowledged and consented to the same. Moreover, the complainants concealed the fact that the Rupee Term Loan Facility in question was secured not just by the 12.48-acre licensed land owned by them but also by three other plots of land.

11. The learned Senior Counsel contended that the essential ingredients of the offences of cheating or criminal breach of trust are conspicuously absent in the present case, and the initiation of criminal proceedings in such circumstances amounts to nothing more than an abuse of process of law. It was thus contended that the impugned order be set aside.

12. On behalf of the petitioners, both L&T as well as Edelweiss, reliance has been placed on several judicial precedents of the Hon'ble Supreme Court and this Court, to contend that the impugned order lacks application of mind, reasons for directing registration of FIR, reasons as to why the ATR was ignored, and the fact that no cognizable offence is disclosed from the reading of complaint, and



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thus, the impugned order ought to be set aside.

On behalf of the Complainants

13. The learned Senior Counsel appearing on behalf of the complainants opposed the present petitions. It was argued that the impugned order directing registration of FIR is legally sound, as the complaint discloses commission of cognizable offences under Sections 406, 409, 420, and 120B of IPC by the accused persons, including the petitioner herein, and the learned Magistrate has correctly applied judicial mind to the contents of the complaint and the material placed on record while passing the order under Section 156(3) of Cr.P.C.

14. It was submitted that the complainants and Raheja Developers had entered into an MoU dated 07.10.2016, which governed the financing and mortgage of licensed land strictly for development of a specific residential project. The MoU categorically prohibited use of the licensed land for any other project, and required prior approval of the complainants for any loan documentation. In gross violation, Raheja Developers, in collusion with L&T, used the licensed land as cross-collateral for a ₹450 crore loan facility from L&T, without any consent of the complainants, thus putting the project and the complainants' rights at risk.

15. It was contended that to falsely procure the consent of the complainants *post-facto*, a Backup Security Agreement dated 25.10.2016 was executed, assuring the complainants a second charge



over the securities and a minimum revenue share of ₹130 crores. Despite knowledge of this agreement, L&T unilaterally enhanced the loan facility from ₹450 crores to ₹620 crores via Supplemental Deed of Hypothecation dated 25.04.2018, thereby illegally encumbering the securities over which complainants held second charge, without informing or obtaining consent from the complainants, rendering their second charge practically meaningless.

16. It was further submitted that both L&T and Edelweiss were fully aware of the MoU and the Backup Security Agreement, and of the restricted use of licensed land and securities. This is evident from the fact that L&T was involved in drafting and re-drafting of the MoU. Despite this, both financial institutions knowingly extended or acquired enhanced loan facilities in breach of complainants' rights, which demonstrates fraudulent collusion with Raheja Developers to secure wrongful gains. It was also argued that the declaration cum undertaking dated 27.10.2016, allegedly confirming the mortgage over licensed land, was procured after the loan was already sanctioned and was based on false representations. This declaration cannot validate the illegal cross-collateralization done prior to the complainants' knowledge or consent.

17. The learned Senior Counsel contended that the petitioners have deliberately suppressed material facts. While they claim that no charge was created over the licensed land, they avoid disclosing the enhancement of charge over other securities – contrary to the Backup Security Agreement and to the prejudice of the complainants. Notices



issued under the SARFAESI Act clearly mention encumbrances to the tune of ₹620 crores, which affect the complainants' second charge. It was also submitted that despite repeated legal notices (dated 13.08.2019, 22.09.2020, and 01.12.2021) from the complainants demanding corrective action, L&T and later Edelweiss failed to rectify or protect the complainants' rights. The assignment of loan by L&T to Edelweiss on 30.12.2019 was also done without disclosing the true extent of liabilities or second charge, and Edelweiss further extended facilities to Raheja Developers, worsening the situation.

18. It was argued that Raheja Developers failed to provide monthly updates and disclosures as required under the MoU. Project revenues and receivables were being siphoned off and diverted under the guise of loan repayment, in direct contravention of RERA provisions and without any transparency to the complainants, thereby amounting to criminal breach of trust and misappropriation. The learned Senior Counsel further argued that the complainants' legal actions under the IBC and pending arbitration proceedings do not preclude criminal prosecution, as the facts reveal a deliberate and continuing conspiracy to defraud and cause wrongful loss to the complainants, which calls for criminal investigation after registration of FIR. It was thus prayed that the present petition be dismissed.

19. This Court has **heard** and considered the submissions made on behalf of all the parties, and has perused the material placed on record, including the case laws relied upon by either side.



ANALYSIS & FINDINGS

20. The issue in the present case is whether the order passed by the learned Magistrate under Section 156(3) of Cr.P.C., directing registration of FIR against the accused persons, warrants any interference by this Court.

21. As far as the purport of Section 156(3) of Cr.P.C. is concerned, there are no two views about the fact that the power and the discretion under Section 156(3) of Cr.P.C. has to be exercised judiciously and after application of mind, and not arbitrarily, by the Magistrate.

22. In addition, the necessity of applying judicial mind to the allegations levelled by a complainant and the material placed on record to support those allegations, understanding as to how the ingredients of the alleged offences are *prima facie* made out, recording of reasons, etc. have been held as some of the requirements while passing an order under Section 156(3) of Cr.P.C. by the Hon'ble Supreme Court of India in various judgments [Ref: ***Maksud Saiyed v. State of Gujarat*** (2008) 5 SCC 668; ***Anil Kumar v. MK Aiyappa*** (2013) 10 SCC 705; ***Priyanka Srivastava v. State of UP*** (2015) 6 SCC 287; ***Shri Subhkaran Luharuka v. State*** ILR (2010) VI Delhi 495].

23. The findings and reasons, recorded by the learned Magistrate, in the impugned order dated 15.01.2025, for directing registration of FIR, are as follows:



“6. Admittedly, accused persons are the builders who have entered into a collaboration agreement with complainants who are the landowners of land admeasuring 24.1563 acres situated in Gurugram, Haryana, in 2013 wherein the alleged developers was supposed to bear all the expenses of LCU and procure license for the aforesaid land. The alleged developers defaulted the loan and the complaint discloses serious allegations against the alleged accused persons need to be thoroughly investigated.

7. Considering the gravity of the allegations, the Court is of the opinion that it is expedient to order investigation in the present matter in exercise of the judicial power under Section 156(3) Cr.P.C. The facts pleaded by complainant are such which necessitate intervention of State machinery in the form of police investigation and the complainant would not be in a position to collect evidence.

8. In view of the facts and circumstances, the complaint discloses commission of cognizable offences for which an FIR is warranted. Present application under Section 156(3) Cr.P.C is allowed. DCP, EOW South is directed convert the contents of complaint as FIR and investigate the matter fairly.

9. Copy of this order be sent to DCP, PS EOW for necessary intimation and compliance.

10. The application stands disposed of accordingly.

11. Be put up on 17.01.2025 for compliance report.”

24. The contents of the complaint lodged by the complainants have already been taken note of in detail in preceding discussion. In a nutshell, the allegations against the present petitioners – L&T and Edelweiss – are as under:

- L&T, in contravention of the express terms of the MoU dated 07.10.2016 between the complainants and Raheja Developers, extended a loan facility of ₹450 crores without any notice or consent from the complainants, despite being fully aware that the Licensed Land was owned by the complainants and could



not be used as security without their prior approval. The said MoU specifically required that all documentation related to financing had to be pre-approved by the landowners and that mortgage rights over the Licensed Land could only be used for the development of the agreed project.

- Despite these restrictions, L&T, in active collusion with Raheja Developers, used the Licensed Land as cross-collateral for securing the ₹450 crore loan, along with other assets of Raheja Developers and its group companies, thus jeopardizing the entire project and linking it to the success of unrelated ventures of Raheja Developers.
- Subsequently, L&T unilaterally enhanced the sanctioned loan facility from ₹450 crores to ₹620 crores without obtaining the complainants' consent, in further breach of the agreed terms. This unauthorized enhancement of credit exposure further diluted the complainants' rights under the MoU and the Backup Security Agreement dated 25.10.2016.
- The enhanced loan facility was then assigned by L&T to Edelweiss, again without any intimation or approval from the complainants, thereby altering the security structure and prejudicing the complainants' charge over the project assets.
- Both L&T and Edelweiss are alleged to have acted with full knowledge of the complainants' ownership rights and contractual entitlements, and in active collusion with Raheja Developers, to wrongfully facilitate the diversion and misuse



of project funds under the guise of servicing the loan.

- Further, it is alleged that L&T and Edelweiss failed to ensure compliance with the mandatory provisions of the RERA, by permitting the developer to operate without project-specific escrow accounts, and enabling misuse of project receivables. This allegedly facilitated round-tripping of funds, evergreening of loans, and diversion of proceeds for non-project purposes.
- L&T also allegedly issued NOC to Raheja Developers for sale of project units to third parties, despite being aware that the developer was in default of revenue share payments and non-compliant with RERA obligations, thereby enabling illegal transactions and violating the terms of the MoU.

25. In light of the allegations levelled against the accused persons, including the petitioners herein, a perusal of the impugned order reflects that the learned Magistrate first took note of the contents of the complaint filed by the complainants, and thereafter considered the ATR filed by the police, wherein it was opined that the matter appeared to be of a civil nature. After examining both, the learned Magistrate briefly discussed the allegations against the accused persons in paragraph 6 of the order and concluded that the complaint disclosed serious allegations which warranted a thorough investigation. Further, in paragraph 7 of the impugned order, the learned Magistrate observed that the nature of allegations necessitated the intervention of the State machinery through police investigation, as the complainant would not be in a position to collect



evidence independently. It was also noted that, considering the gravity of the allegations, it was expedient to direct an investigation in the matter. In paragraph 8, the learned Magistrate recorded its satisfaction – that the complaint disclosed commission of cognizable offences, which justified the registration of an FIR.

26. As far as the ATR is concerned, this Court is of the view that although it is desirable for the Magistrate to provide reasons for not concurring with the ATR, in the present case, the learned Magistrate, after considering its contents, specifically recorded that the allegations were serious and grave in nature, and that the matter required a fair and proper investigation.

27. During the course of arguments, both parties took this Court through a voluminous record comprising hundreds of pages, including the Collaboration Agreements, the MOU, the Backup Security Agreement, various Undertakings, other agreements executed between the parties, letters exchanged over time, emails addressed to each other, as well as orders passed by the NCLT, among other documents. However, this Court remains conscious of the limited scope of inquiry permissible under the present proceedings and the boundaries of judicial scrutiny while examining petitions of this nature.

28. In the considered view of this Court, in matters such as the present one – where allegations of cheating, criminal breach of trust, and conspiracy have been levelled by one party against the other,



arising out of a series of contractual arrangements, including multiple agreements, MoU, and further undertakings subsequently executed between the complainants and the accused – coupled with claims of misappropriation of funds and deliberate inducement under false pretences by the accused persons, the exercise of powers either under Section 482 of Cr.P.C. by this Court or under Section 156(3) of Cr.P.C. by the learned Magistrate does not extend to conducting a detailed evaluation of disputed facts or scrutiny of the documents filed along with the complaint. Neither can such proceedings be converted into a trial at a pre-investigative stage.

29. Where such complex factual disputes arise, particularly involving multiple interlinked agreements and events extending over a period of time, and there are allegations *prima facie* pointing towards criminality, it is crucial that a police investigation is undertaken, especially because not only the documents available with the complainant may be relevant for deciding the dispute, but also the other documents and relevant records from various concerned authorities, would be required to be procured and examined. Furthermore, the investigation would involve recording statements of relevant witnesses, examining the chain of correspondence and transactions between the parties, and testing the veracity of the allegations in light of the material so collected during investigation. Only then can a comprehensive determination be made regarding whether the alleged offences have been committed, and if so, the specific roles and responsibilities attributable to each of the accused.



30. Insofar as the argument regarding dispute being of civil nature is concerned, it shall be apposite to take note of the observations of the Hon'ble Supreme Court in the decision dated 25.07.2025 in case of **Anurag Bhatnagar & Ors. v. State (NCT of Delhi) & Anr: 2025 INSC 895**, wherein the judgment of this Bench in **Ajindra Kumar Puri v. State (NCT of Delhi): 2024 SCC OnLine Del 6104** – rejecting a challenge to an order passed under Section 156(3) of Cr.P.C. – has been upheld. The relevant observations in this regard are as under:

“45.The allegations of breach of conditions of the MoU or of making a false promise by itself may not give rise to any criminal action as no criminality is attached to it. However, there are elements of inducement, criminal conspiracy and cheating which are also borne out from the allegations made in the application and the complaint, which if proved, may amount to commission of an offence. Therefore, once such allegations are made out, it is difficult for the court in exercise of its inherent jurisdiction to interfere with the FIR, only for the reason that some of the disputes are of civil nature which may or may not be having any criminality attached to it.”

31. In **S.N. Vijaylakshmi & Ors. v. State of Karnataka & Anr: 2025 INSC 917 (decision dated 31.07.2025)** also, the Hon'ble Supreme Court has held that mere existence of a civil remedy does not automatically warrant quashing of criminal proceedings if the allegations disclose *prima facie* elements of criminality.

32. In the present case, when the allegations *prima facie* disclose elements of criminality, this Court is of the view that the matter is yet to be investigated, and it is for the police/investigating agency to



ascertain, on the basis of the material collected during investigation, whether any offence is actually made out against the petitioners. If, upon investigation, no case is found to be made out, the investigating agency will be bound to file an appropriate report. The mere fact that an FIR has been directed to be registered against the petitioners, or that their names are mentioned in the order, does not imply that a chargesheet will necessarily be filed against them.

33. Further, in **Anurag Bhatnagar & Ors. v. State (NCT of Delhi) & Anr** (*supra*), the Hon'ble Supreme Court also made certain observations on the scope of observed that

“40.However, the fact that the perusal of the application and complaint attached to it, satisfied the Magistrate that it discloses a cognizable offence, is very material and relevant which proves the application of mind by him. Once such a satisfaction has been recorded by the Magistrate, even if wrongly, it is not liable to be interfered with in exercise of inherent powers by the higher courts. The powers vested in the court either under Section 482 CrPC or Article 226/227 of the Constitution of India are not for the purposes of appreciating the evidence or examining the correctness of the evidence collected during investigation to record a different conclusion other than recorded by the Magistrate that he is satisfied that a cognizable offence has been disclosed in the application/complaint. Moreover, when information disclosing commission of cognizable offence is conveyed to the police station, the officer-in-charge of the police station cannot refuse to register the FIR. Therefore, if an FIR has not been registered for any reason at the police station and the Magistrate is satisfied that the information discloses a cognizable offence, he can certainly direct for its registration obviously on compliance of the provisions of Section 154(3) of the CrPC....”

34. Accordingly, at this preliminary stage, this Court does not find



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any ground to interfere with the impugned order, particularly in view of the aforementioned judgment of the Hon'ble Supreme Court.

35. It is, however, clarified that although submissions were addressed on the merits and truthfulness of the allegations, this Court has not ventured into those aspects, nor has it rendered any conclusive finding in that regard. In the event that, upon completion of investigation, a chargesheet is filed against the petitioners, they shall be at liberty to avail appropriate legal remedies in accordance with law. This Court reiterates that no findings on merits have been rendered, as the allegations are yet to be investigated and tested, and the final report of the Investigating Agency is still awaited.

36. In view of the foregoing discussion, the present petitions alongwith pending applications, are dismissed.

37. The judgment be uploaded on the website forthwith.

DR. SWARANA KANTA SHARMA, J

AUGUST 04, 2025/A