

(2017) 09 DEL CK 0201

In the Delhi High Court

Case No : Criminal Miscellaneous Case No. 1900 Of 2015, Criminal
Miscellaneous Application No. 6829 Of 2015

Mohinder Kaur & Ors

APPELLANT

Vs

Govt. Of Nct, Delhi

RESPONDENT

Date of Decision : 22-09-2017

Acts Referred:

Constitution Of India, 1950 — Article 226
Code Of Civil Procedure, 1908 — Order 23 Rule 3A
Code Of Criminal Procedure, 1973 — Section 155(2), 156(1), 200, 482
Indian Penal Code, 1860 — Section 120B, 328, 406, 420, 506

Citation : (2017) 09 DEL CK 0201

Hon'ble Judges : I.S. Mehta, J

Bench : Single Bench

Advocate : Subhash Jha, Idrish Javed, Izhar Ahmad, K.K. Manan, Ankush
Narang, Shweta Sain

Final Decision : Disposed Of

Judgement

“

I.S. Mehta, J”,,

1. Instant is a petition under Section 482 Cr.P.C. whereby the petitioners, i.e. (1) Mohinder Kaur, (2) Inder Jeet Kaur and (3) Inderpal Singh Sahni”,,

are seeking quashing of the impugned summoning order dated 26.03.2012 passed by the learned Metropolitan Magistrat-08 (SE) in CC No. 173/1”,,

2. The brief facts stated are that the respondent No.2, i.e. Tejinder Kaur Sahni, had filed a complaint under Section 200 Cr.P.C. in the year 2010”,,

against the petitioners, i.e. (1) Mohinder Kaur, (2) Inder Jeet Kaur and (3) Inderpal Singh Sahni, and Mona L. Busby (daughter of the respondent”,,

No.2) for the alleged offences committed under Sections 420/406/328/506/120-

B IPC in the Court of Additional Chief Metropolitan Magistrate, Patiala",,,
House Courts, New Delhi.",,,

3. It was alleged in the compliant that the respondent No.2 was persuaded to come to Delhi by her daughter- Mona L. Busby as she wanted to,,
purchase a flat in Delhi with intention to settle in Delhi. It was further alleged that the respondent No.2 was allegedly drugged/intoxicated by the,,

accused and she was taken to the office of the Registrar, Mehrauli under the influence of intoxicating substance where she was made to sign some",,,

written and blank documents purported to be the documents for purchasing a flat in the joint name of her and her daughter.,,

4. It was further alleged that the respondent No.2 was also taken to Hyderabad before the Court of a Civil Judge, there also under the influence of",,,

some intoxicating substance and she was made to withdraw the cases against her sister and others. Later on when the respondent No.2 came to,,

know that all the accused persons had taken the property documents from her and got the said properties transferred in their names and she was left,,

with nothing, the respondent No.2 withdrew the SPA and all other documents, which were got executed by the accused persons from the respondent",,,

No.2 under the influence of intoxication.,,

5. Thereafter, the respondent No.2 filed a criminal complaint under Section 200 Cr.P.C. against all the accused persons for the alleged offence",,,

committed under Sections 420/406/328/506/120-B IPC before the Court of ACMM, Patiala House Courts, New Delhi.",,,

6. Consequently the learned MM-08 (SE) upon examination of the complaint, evidence adduced by the respondent No.2/complainant and the material",,,

placed on record was of the opinion that a prima facie case is made out against the accused and vide impugned order dated 26.03.2012 summoned the,,

petitioners for the offence punishable under Sections 420/120-B IPC.,,

Hence the present petition.,,

7. The learned counsel for the petitioners has submitted that the petitioner No.2- Inderjeet Kaur is the plaintiff in the Ex.1, i.e. compromise deed dated",,,

26.02.2010, and in the present complaint Inderjeet Kaur is impleaded as accused No.3 and the respondent No.2-Tejinder Kaur Sahni who was the",,,

defendant No.1 is the complainant and rest have not been made as party as the dispute lies of the property itself. The settlement/compromise reached,,

between the parties is dated 26.02.2010 before the Court. The SPA was executed on 15.02.2010 at Delhi.,,

8. The learned counsel for the petitioners has further submitted that since the respondent No.2/complainant in person was present before the Court,,

with her counsel, and affixed her signature on the compromise/settlement deed, to indicate that the compromise reached between the parties was",,,

voluntary and without any force, pressure or coercion and the dispute between the parties has been amicably settled and attained the finality and there",,,

is no question to wriggle out the said factum after that as there would not be any further situation to raise subsequent hypothetical questions and the,,

dispute on whims and fancies.,,

9. The learned counsel for the petitioners has further submitted that after passing of the said decree, the respondent No.2/complainant goes to the Civil",,,

Court at Hyderabad and tried to reopen the case through her own counsel, the same counsel who represented her in the settlement/compromise. The",,,

present respondent No.2- Tajender Kaur Sahni made a complaint before the Bombay Police on 19.03.2010 wherein also the said allegation which is,,

alleged in the present complaint about applying drugs etc. is not mentioned. The present complaint filed before the lower Court at Delhi does not,,

discloses the same facts as that in the said complaint made to the Bombay police. All these facts proves on record that the respondent,,

No.2/complainant wants to wriggle out from the settlement/compromise reached before the Court which permission should not be given and present,,

respondent No.2/complainant has no right to come out of the said settlement as the same has attained finality.,,

10. The learned counsel for the petitioners has submitted that while invoking Section 482 Cr.P.C. the test to be determined is whether invocation of,,

the criminal proceedings leads to misuse of the process of the law. Instant is the petition which leads to misuse of the process of law, for example the",,,

petitioner entered into the settlement and as per the settlement all the disputes past and on the date the settlement was executed rest for all coming,,

future. Since the settlement reached before the Court has attained finality and the suit was decreed between the parties, nothing remains to be",,,

adjudicated further. Therefore, at this juncture invocation of Section 482 Cr.P.C. is sine qua non to rest the dispute between the parties into peace and",,,

submits that the summoning order is bad on this account and relied upon the following judgments:-,,

1) Mohd. Shamim And Others vs. Nahid Begum (Smt) And Another; (2005) 3 SCC 302.,,,

2) Ruchi Aggarwal vs. Amit Kumar Aggarwal And Others; (2005) 3 SCC 299.,,,

3) Rajesh Khanna & Anr vs. State (Govt. Of NCT Of Delhi); 174 (2010) DLT 150.,,,

11. He further submits that once the settlement is reached before the Court the same cannot be put into for raising the questions, as the same has",,,

attained the finality between the parties and there is no question of back tracking the settlement which further leads to the disputes and further,,

settlement. If at all it is to be done there would not be any finality to end the litigation because of the dispute has to rest and should not be allowed to,,

raise further question. Reliance is placed on the judgments in the case Manas Acharya vs. State & Anr; 2012 (4) JCC 2437 and URI Civil Contractor,,

AB vs. Mrs. Pampa Mukherjee; 1995 (32) DRJ.,,,

12. On the other hand, the learned Senior counsel for the respondent No.2- Tejinder Kaur Sahni submitted that the respondent No.2/complainant is a",,,

residents of Nasik and the properties mentioned are at Hyderabad and Bombay; SPA was executed at Mehrauli, Delhi and Sale Deed was executed",,,

at Hyderabad. The respondent No.2 is the complainant and she had filed a complaint under Section 200 Cr.P.C. to which the Court below has rightly,,

passed the summoning order qua against the petitioners vide impugned order dated 26.03.2012. Reliance is placed upon the judgment in case Sonu,,

Gupta vs. Deepak Gupta & Ors; (2015) 3 SCC 424.,,,

13. The whole question hinges around whether the respondent No.2- Tejinder Kaur Sahni can be permitted to wriggle out the compromise/settlement,,

dated 26.02.2010 reached between the parties before the Court below?,,

The answer obviously is NO:-,,

14. In the instant case perusal of the material records placed on record shows that the respondent No.2- Tejinder Kaur Sahni executed a Special,,

Power of Attorney(SPA) dated 15.02.2010 thereby appointing her daughter Smt. Mona L. Busby as her Attorney in respect of the land bearing,,

survey No. 28 & 29, admeasuring 18 acres and 17 guntas and 12 acres 04 guntas respectively total measuring about 30 acres and 21 guntas situated",,,

at Bongloor Village, Ibrahimpatan Mandal, Ranga Reddy District, Hyderabad(AP).
The SPA dated 15.02.2010 executed by the respondent No.2-",,

Tejinder Kaur Sahni is reproduced as under:-,,

SPECIAL POWER OF ATTORNEY,,

THIS DEED OF SPECIAL POWER OF ATTORNEY is executed at Delhi on this 15th
Day of February 2010 by Smt. Tejinder Kaur, widow of",,,

Shri Somair Singh Sahni, aged about 75 years at present residing at C-67 Kailash
apartments, Lajpat Rai Marg, New Delhi, as shall be",,,

referred to hereinafter as Executant.,,,

Executant is Owner of 17%(Undivided) share land being agricultural land bearing
survey no.28 & 29 admeasuring 18 acres and 17 guntas,,

and 12 acres 4 guntas respectively total measuring about 30 acres 21 guntas
situated at Bongloor Village, Ibrahimpatan Mandal, Ranga",,,

Reddy District, Hyderabad(A.P).",,,

Tejinder Kaur w/o Sh. Sumair Singh,",,

Mehal Singh Sahany Power of Attorney,,

C/o C-67 Kailash Appartment,,

Lajpat Rai Marg New Delhi 110048,,

WHEREAS the said land was purchased vide sale deed dated 14.8.68 through in
the name of M/s Sahani Farms a partnership firm in which,,

I as & still am holding 17% share and the said sale deed was registered with the
office of the Sub Registrar at Hyderabad against document,,

No. 680 of 68 of Book No.1 containing seven sheets on 14.8.2968.,,,

WHEREAS Executant, as above said id owner of 17% of the total land measuring
30 acres 21 guntas as above said and being old aged",,,

women and cannot manage or otherwise sell, gift or deal with the property.",,

WHEREAS Smt. Mona L. Busby, d/o Shri Somair Singh Sahni, presently residing
at 667 Kailash apartments, Lajpat Rai Marg, New Delhi,",,

shall be referred to as Attorney.,,,

WHEREAS the Attorney is real daughter of executant and she has been taking
care and assisting the executant and even looking after her,,

welfare and otherwise.,,,

AND WHEREAS as above said executant is not in a position to manage or

otherwise to sell, gift or to deal with the land which is otherwise",,
jointly owned with others as she is holding 17% in joint with other co owners and
as such present attorney is being executed by the,,
Executant at Delhi while giving all rights and power to do all acts and deeds as
shall be referred to herein below or otherwise connected,,
and relating to same, if not specifically so stated to her share in the said share of
her property.",,

Date,,

Deed Name Power of Attorney,,

Land Detail,,

Tehsil/Sub Tehsil Sub Registrar V Area of Building,,

Village/CityÂ Â Other Than South District Building Type,,

Place(Segment) Other Than South District,,

Property Type ResidentialÂ,,

Area of Property 00 0.00Â Â 0.00,,

Â Money Related detail,,

Consideration Value 0.00 Rupees Stamp Duty Paid 100.00 Rs. Value of
Registration Fee 3.00 RupeesÂ Posting Fee__Rupees,,

This document of POWER OF ATTORNEY SPA,,

Presented by: Sh/Smt S/o,W/oÂ R/o Smt. Tejinder Kaur Late Sh. Somair Singh
Mehal Singh 667 Kailash Apartments, Lajpat Rai Marg, New",,,

Delhi,,

In the office of the Registrar/Sub Registrar, Delhi this",,,

15/02/2010 Day Monday,,

Signature of Presenter,,

Execution admitted by the said Shri/Smt Tejinder Kaur,,

Sd/-,,

Reg. No.,Reg. Year,Book No

880,2010-2011,4

Ist party,IInd party,Witness

Ist party,IInd party,

Ist party, Smt. Tejinder Kaur,

IIInd Party, Ms. Mona L. Busby,

WITNESS, "Ashok Arora, Mohinder Kaur",

c) The defendant No.2 (Mrs. Ajit Kaur Sahani) shall have 16% of the land which comes to 4 acres and 31 guntas;,,

d) The defendant No.3 (Mrs. Pushpinder Kaur) shall have 50% of the land which comes to 15 acres and 10 guntas;,,

5. That the parties hereto got allotted their respective areas as shown in the site plan enclosed to this compromise. The land of the plaintiff is,,

shown red colour, the land of the defendant No.1 is shown in blue colour, the land of the defendant No.2 is shown in green colour and the",,,

land of the defendant No.3 is shown in yellow colour.,,

6. That in pursuance of the said division of the lands in accordance with their shares, the parties have been put in separate possession and",,,

enjoyment over their respective shares and hereafter they are entitled to maintain their respective possession and enjoyment over their,,

shares, without any sort of interference or interruption, whatsoever.",,,

7. That it has been mutually agreed that the parties can approach the concerned revenue authorities seeking mutation of their names in,,

respect of the shares allotted to them in the aforesaid survey numbers.,,

8. That it has been mutually agreed by all the parties and they have undertaken that none of the parties shall put forth any sort of claims,",,

rights, whatsoever, over the shares of other parties and cause any sort of interference, interruption, whatsoever, in the possession and",,,

enjoyment of other parties over their respective allotted shares.,,

9. That it has been mutually agreed that in pursuance of this compromise, the names of the plaintiff and the defendant No.2 which were",,,

deleted, shall be restored back in revenue records and also in patta pass books, title deeds, if any, and none of the parties shall put forth",,,

any hurdles for such restoration and for implementation of this compromise in revenue records.,,

10. That it has been mutually agreed that each party shall bear their own costs.,,

Therefore, it is prayed that this Hon'ble Court may be pleased to record the compromise memo and decree the plaintiff's suit, without costs,",,

in terms of this compromise memo.,,

Date: 26/2/2010 sd/-,,

Plaintiff,,

sd/-,,

Counsel for plaintiff,,

sd/-,,

Defendant No.1,,

sd/-,,

Defendant No.2,,

sd/-,,

Counsel for defendant 1,,

16. Subsequently, a complaint under Section 200 Cr.P.C. was filed by the respondent No.2- Tejinder Kaur Sahni against all the accused",,

persons/petitioners, i.e. (1) Mohinder Kaur, (2) Inder Jeet Kaur and (3) Inderpal Singh Sahni, and Mona L. Busby (daughter of the respondent No.2)",,

on 27.03.2010 for the alleged offences committed under Sections 420/406/328/506/120-B IPC before the Court of ACMM, Patiala House Courts",,

New Delhi. Consequently, the learned Metropolitan Magistrate vide impugned order dated 26.03.2012 summoned all the accused persons (includingÂ",,

the petitioners herein)Â forÂ theÂ offenceÂ punishableÂ underÂ SectionsÂ 420/120B IPC.,,

17. The respondent No.2- Tejinder Kaur Sahni had also executed a Special Power of Attorney(SPA) dated 11.02.2010 thereby,,

nominated/appointed/empowered and constituted her daughter Ms. Mona L. Busby as her lawful legal Special Attorney to do the acts, deed and things",,

for and on her behalf and in her name, in respect of 15% share in all the piece and parcel of land along with building bearing Plot No. 534 of suburban",,

scheme No.VII, admeasuring 762 sq. yds. equivalent to 637.13 sq. meters bearing city survey No. E-81 at 17th Road Khan in village Danda Bombay.",,

The SPA dated 11.02.2010 executed by the respondent No.2 is reproduced as under:-,,

SPECIAL POWER OF ATTORNEY,,

Be it known to all to whom it may concern that I, Tejinder Kaur Sahni W/o Late

Sh. Somair Singh Sahni presently residing at C-67, Kailash",,,
 Apartments, Lajpatrai Marg, New Delhi, do hereby nominate, appoint empower and constitute my daughter Ms. Mona L. Busby D/o Late Sh.",,,
 Somair Singh Sahni R/o C-67 Kailash Apartments, Lajpatrai Marg, New Delhi, as my lawful legal Special Attorney and authorize her to do",,,
 the following acts, deed and things for and on my behalf and in her name, in respect of 15% share in all the piece and parcel of land along",,,
 with building bearing Plot No. 534 of suburban Schemw no. VII, admeasuring 762 sq. yds. Equivalent to 637.13 sq. mtrs bearing city survey",,,
 No. E-81 at 17th Road Khan in Village Danda Bombay, (hereinafter referred to as the said propety):-",,,
 Whereas the said land alongwith building came into the share of Late Sh.Somair Singh Sahni HUF vide Partition Deed on 1972.,,,
 Subsequently the property was devided among the members of the HUF and I, the Ececutant entitle to 14% share. Subsequently Sh.Somair",,,
 Singh my husband was expired who was having 5% share in the above property. After his death I am entitle to 1/5th of his share i.e 1%,,,
 Hence my share as on date is 14% + 1% i.e 15%/,,
 Whereas Smt.Mona L.Busby, d/o Shri Somair Singh Sahni, presently residing at 667, Kailash Apartments, Lajpat Rai Marg, New Delhi, shall",,,
 referred to as Attorney.,,,
 Whereas the Attorney is real daughter of executant and she has been taking care and assisting the executant and even looking after her,,
 welfare and otherwise.,,,
 And whereas as the above said executant is not in a position to manage of otherwise to sell, gift or to deal with the land which is otherwise",,,
 jointly owned with others as she is holding 15% in joint with other co owners and as such present attorney is being executed by the,,
 Executant at Delhi while giving all rights and powers to do all acts and deeds as shall be referred to herein below or otherwise connected,,
 and relating to same if not specifically so stated to her share on the said share of her property.,,,
 My attorney shall be competent to do all acts and deeds or anyone of them as referred to herein below:,,

Â Date,,

Â Deed Related DetailedÂ Â,,

Deed NameÂ Â Power of Attorney SPA,,

Land DetailÂ,,

Tehsil/Sub Tehsil SUB Registrar V Area of Building,,

Village/City Other Than South District Building Type,,

Place (Segment) Other Than South District,,

Property Type Residential,,

Area of Property 00 0.00 0.00,,

Money Related detail,,

Consideration Value 0.00 Rupees Stamp Duty Paid 100.00 Rs. Value of
Registration Fee 3.00 Rupees Posting Fee 1.00 Rupee,,

This document of POWER OF ATTORNEY SPA,,

Presented by: Sh/Smt. S/o, W/o R/o",,,

Smt. Tejinder Kaur Late Sh. Somair Singh Mehal Singh,,

667 Kailash Apartments, Lajpatrai Marg, New Delhi In the office of the Registrar/
Sub Registrar, Delhi this 15/02/2010 Day Monday",,,

Signature of Presenter Execution admitted by the said Shri/Smt Tejinder Kaur,,

Sd/-,,

Registrar/Sub Registrar,,

Sub Registrar V,,

Delhi/New Delhi,,

And Shri/Ms/Ms. Mona L. Busby,,

Who is/are identified by Shri/Smt/Km. Ashok Arora S/o W/o D/o Tapan Ram
Arora R/o 82 Pkt A-8 DDA Flats Kalkaji Extn. New Delhi,,

And Shri/Smt/Km Mohinder Kaur S/o W/o d/o Amrit Singh Sabarwal R/o C-67
Kailash Appt. Lajpat Rai Marg New Delhi Contents of the,,

documents explained to the parties who understand the conditions and admit
them as correct. Certified that the left (or Right as the case may,,

be) hand thumb impression of the executants has been affixed.,,,

Date,,

Sd/-,,

Registrar/Sub Registrar,,

Sub Registrar V,,

Delhi/New Delhi,,

1. My attorney shall be competent to represent me before any authorities or before any court, if necessity arises and to do all acts and",,,

deeds as she feels proper.,,

2. My attorney shall be competent to manage the said property and its day to day requirements. Further she shall be entitled to approach the,,

Revenue authorities or any other authorities for and propose if so, required to be carried out not only for the purpose of managing the",,,

property but get the mutation or related acts in favour of any one. She shall be entitled to sell, gift or otherwise deal with the same in any",,,

manner she deems fit and proper.,,

3. My attorney shall be competent to enter into agreement to sell, receive any consideration amount in whole or on part either in her name",,,

or in my name. She shall also be competent to execute, sign any agreement to sell, sign and execute the sale deed present the same before",,,

concerned registrar/registrar to assurance or like other such authorities and get the said document registered if so required in law or,,

Reg. No.,Reg. Year,Book No

881,2010-2011,4

Ist party,IInd party,Witness

Ist party,IInd party,

Ist party,Smt. Tejinder Kaur,

IInd Party,Ms. Mona L. Busby,

WITNESS,"Ashok Arora, Mohinder Kaur",

Admittedly,Â theÂ settlement/compromiseÂ reachedÂ betweenÂ the parties before the learned IIIrd Senior Civil Judge, Ranga Reddy District",,,

was on 26.02.2010 and the plea taken by the respondent No.2 whereby alleging fraud/intoxication qua against the petitioners and denial of execution,,

of the said settlement/compromise is an afterthought process on the part of the respondent No.2 as the complaint was filed on 27.03.2010 subsequent,,

to the settlement/compromise dated 26.02.2010 just to wriggle out the effects of

the settlement/compromise dated 26.02.2010 for the ulterior and,,
unseen motive on the part of the respondent No.2.,,

20. This Court in the case URI Civil Contractor AB vs. Mrs. Pampa Mukherjee; 1995 (32) DRJ while attributing great sanctity to compromise has,,

made the following observation:-,,

“(20) One of the first and foremost duty of the Court is to see that there is an end to the litigation. A great sanctity is attached as such to,,

a compromise because it puts an end to litigation once and for all. A compromise decree is a decree which is to the satisfaction of both the,,

parties. No party is aggrieved and as such, there is no question of further litigation. It is unlike an order of the Court which is always in",,,

favor of one party and against the other party and as such, it is appealed against by the party whosoever feels aggrieved. It was perhaps",,,

with the said end in view that the legislators in their wisdom enacted Order Xxiii Rule 3A of the Code of Civil Procedure which reads as,,

under:-,,

NO suit shall lie to set aside a decree on the ground that the compromise on which the decree is based was not lawful.”“(20)",,,

(emphasis supplied),,,

21. The perusal of the records reveals that the compromise Ex-I dated 26.02.2010 bears the signature of the respondent No.2- Tejinder Kaur Sahni,,

and that of her counsel and that of Indrapaul Singh for and on behalf of the petitioner No.2-Inderjeet Kaur. It is also supported by the affidavits of,,

both the parties. Furthermore, the learned lower court/IIIrd Senior Civil Judge, Ranga Reddy District recorded the statement of the respondent No.2-",,,

Tejinder Kaur Sahni and that of her counsel. Similarly, the learned lower court/IIIrd Senior Civil Judge, Ranga Reddy District also recorded the",,,

statement of Mr. Indrapaul Singh for and on behalf of the petitioner No.3-Inderjeet Kaur and that of their counsel. Therefore, in these circumstances",,,

the contention of the learned counsel for the respondent No.2 that she was defrauded by the petitioners loses its significance. The respondent No.2-,,,

Tejinder Kaur Sahni entered into the compromise with her open eyes and was not alone while entering into the said compromise but was assisted at,,

the relevant time by her counsel as well.,,

22. Admittedly, the settlement/compromise deed Ex-I dated 26.02.2010 bears not only the signature of the parties but of their counsels also. Thus,",,
there is a presumption that the respondent No.2- Tejinder Kaur Sahni must have gone through the compromise deed and each and every term of the,,
same must have been known to her. Once the compromise reached between the parties has attained finality it cannot be agitated and the subsequent,,
filing of a complaint case is only an afterthought which indicates that the criminal complaint from which this petition arises was filed by the respondent,,
No.2 to harass the petitioners.,,,

23. The Apex Court in the case State of Haryana vs. Bhajan Lal; AIR 1992 SC 604 has discussed in detail the ambit and scope of High Courts power,,
under Section 482 Cr.P.C. and summarisedÂ theÂ positionÂ byÂ mentioningÂ as manyÂ asÂ seven principles and the principle No. 7 is,,
relevantÂ and would be applicableÂ inÂ theÂ instantÂ case.Â TheÂ presentÂ caseÂ isÂ squarely coveredÂ byÂ theÂ aforesaidÂ,,
principleÂ whichÂ isÂ reproducedÂ as under:-,,

105. In the backdrop of the interpretation of the various relevant provisions of the Code under Chapter XIV and of the principles of law",,,
enunciated by this Court in a series of decisions relating to the exercise of the extra-ordinary power under Article 226 or the inherent,,
powers Under Section 482 of the Code which we have extracted and reproduced above, we give the following categories of cases by way of",,,
illustration wherein such power could be exercised either to prevent abuse of the process of any Court or otherwise to secure the ends of,,
justice, though it may not be possible to lay down any precise, clearly defined and sufficiently channelised and inflexible guidelines or rigid",,,
formulae and to give an exhaustive list of myriad kinds of cases wherein such power should be exercised.,,,

1. Where the allegations made in the First Information Report or the complaint, even if they are taken at their face value and accepted in",,,
their entirety do not prima-facie constitute any offence or make out a case against the accused.,,,

2. Where the allegations in the First Information Report and other materials, if any, accompanying the F.I.R. do not disclose a cognizable",,,
offence, justifying an investigation by police officers Under Section 156(1) of the

Code except under an order of a Magistrate within the",,,

purview of Section 155(2) of the Code.,,,

3. Where the uncontroverted allegations made in the FIR or complaint and the evidence collected in support of the same do not disclose the,,

commission of any offence and make out a case against the accused.,,,

4. Where, the allegations in the F.I.R. do not constitute a cognizable offence but constitute only a non-cognizable offence, no investigation",,,

is permitted by a police officer without an order of a Magistrate as contemplated Under Section 155(2) of the Code.,,,

5. Where the allegations made in the FIR or complaint 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.,,,

6. Where there is an express legal bar engrafted in any of the provisions of the Code or the concerned Act (under which a criminal,,

proceeding is instituted) to the institution and continuance of the proceedings and/or where there is a specific provision in the Code or the,,

concerned Act, providing efficacious redress for the grievance of the aggrieved party.",,,

7. Where a criminal proceeding is manifestly attended with mala fide and/or where the proceeding is maliciously instituted with an ulterior,,

motive for wreaking vengeance on the accused and with a view to spite him due to private and personal grudge."""",,,

(emphasis supplied),,,

24. In view of the above said subsequent events and the conduct of the respondent No.2-Tejinder Kaur Sahni, it would be an abuse of the process of",,,

the Court if the criminal proceedings from which the present petition arises is allowed to continue.,,,

25. Consequently, this Court is of the opinion while allowing the present petition, the impugned summoning order dated 26.03.2012 and all the",,,

proceedings arising from CC No. 173/1 P.S- G.K.-1 are quashed and the complaint filed by the respondent No.2-Tejinder Kaur Sahni is dismissed. It,,

is ordered accordingly. The present petition is disposed of.,,,

26. One copy of this judgment be sent to the concerned Court(s). No order as to costs.,,,

27. All the pending applications (if any) are also disposed of.,,