(2012) 09 P&H CK 0240

In the Punjab And Haryana At Chandigarh

Case No : Criminal Miscellaneous No. M-23017 of 2007 (O and M)

M/s Rainbow Promoters Private Limited and Others	APPELLANT
Vs	
Surinder Pal and Another	RESPONDENT

Date of Decision : 04-09-2012

Acts Referred:
Criminal Procedure Code, 1973 (CrPC) — Section 156(3), 202, 482
Negotiable Instruments Act, 1881 (NI) — Section 138
Penal Code, 1860 (IPC) — Section 120B, 420, 506

Citation : (2012) 09 P&H CK 0240

Hon'ble Judges : Vijender Singh Malik, J

Bench : Single Bench

Advocate : U.U. Lalit, with Mr. Hemant Saini and Mr. Siddhesh Kotwal, for the Appellant; Bipin Ghai , with Mr. Mandeep Kaushik and Mr. Rajbir Sehrawat, Advocate and Mr. Vikas Malik, AAG, Haryana, for the State, for the Respondent

Final Decision : Allowed

Judgement

Vijender Singh Malik, J.—The above mentioned four petitions, brought under the provisions of section 482 Cr.P.C. have the identical set of the parties. The petitioners seek quashing of four complaints by way of the four petitions all titled as Shri Surinder Pal Vs. M/s Rainbow Promoters Private Limited and others pending in the court of Judicial Magistrate Ist Class, Gurgaon for an offence punishable under sections 420 and 506 read with section 120B of Indian Penal Code, summoning order dated 3.1.2007 made therein against the petitioners and all other subsequent proceedings arising therefrom, on the ground that they have been sheer misuse of the process of the court. The allegations levelled in the complaints by Surinder Pal, respondent No. 1, against the petitioners, which are necessary for disposal of these petitions, being similar with the only difference of description of land and the amounts in which cheques have been issued, are taken from Complaint No. 631 dated 14.12.2006 sought to be quashed in Criminal Misc. No. M-23020 of 2007. Kabul Chawla and others, petitioners No. 2 to 5 in the petitions are directors of M/s Rainbow Promoters

Private Limited, petitioner No. 1. They are involved in the business of sale and purchase of immovable properties in and around Gurgaon, Faridabad, Panipat and Delhi. They purchased agricultural land from the complainant measuring 35 Kanals 19 Marlas situated in the revenue estate of village Baburpur, Tehsil and District Gurgaon for a total consideration of Rs. 3,37,03,125/-. The accused issued three cheques in favour of the complainant for the sale consideration and two of them were postdated cheques. The details of the said cheques are as under :-

Sr.No.	Amount	Cheque No.	Date	Drawn on
1	Rs. 1,34,81,000/-	925054	08/06/06	Citibank N.A.
2	Rs. 1,11,22,000/-	925055	08/07/06	Citibank N.A.
3	Rs. 91,00,125/-	925056	26.08.2006	Citibank N.A.

2. The accused persons repeatedly assured the complainant that the cheques would be honoured on the dates mentioned thereon on presentation. In the month of May, 2006, earlier to the execution of this sale deed, the accused individually and collectively had several meetings with the complainant for purchase of this land. Accused No. 2 to 5 requested the complainant to accept payment by way of post dated cheques and extended the assurance of their

being honoured. As this fact was disclosed only a day prior to the registration of the sale deed, the complainant reluctantly agreed to the condition as he did not want to cancel the deal. Accused No. 1 has a good office and was in the process of taking up number of projects of building construction and sale/purchase of land in and around Gurgaon, Faridabad, Panipat and Delhi. The complainant believed the assurances of accused No. 2 to 5 and accepted the cheques. He, however, received shock of life when he came to know that the second cheque for Rs. 1,11,22,000/-was dishonoured on its presentation. The complainant, consequently, issued a legal notice through counsel to the accused persons intimating them about the dishonouring of the said cheque and calling upon them to pay the amount of the cheque. The said legal notice was duly served upon the accused persons as after receiving the same, they had sent a reply to the complainant mentioning that they were fully aware of dishonour of the cheque, requesting the complainant to collect the cheque amount from their local office. However, when the complainant reached the office of the accused, he did not find anybody to make the payment and, therefore, he realized that the reply of the accused was just to befool him. In the meanwhile, the date of the third cheque also arrived and the said cheque was also presented with the bank but was dishonoured. Again the complainant approached the accused persons to get his money but they did not give any satisfactory response. After dishonour of the third cheque, the complainant came to realize that he has been deceived by the accused persons and that he has been deprived of his hard earned money in a sum of Rs. 9,87,09,625/-. If he would have got this amount in time, he could have invested the same in purchase of other properties. He had agreed to purchase some other property and had to give up that deal for want of money. The complainant had sold four properties to accused persons through four different sale deeds and all the four transactions met with the same fate which clearly revealed that the accused persons had malafide intention to grab the property of the complainant worth Rs. 16,45,15,625/-. Apart from the first cheque with regard to the four properties, no other cheque was honoured and the dishonoured cheques have been in the amount of Rs. 9,87,09,625/-. He has claimed that the malafide intention of the accused persons became apparent from the fact that in all the four transactions, the directors approached the complainant for purchase of the land, but in none of the said transactions, the names of the directors had come. When the complainant approached the accused persons for payment of his money or cancellation of the sale deed, they started threatening the complainant of dire consequences, if he again approached them. On 24.10.2006, when he was going towards Delhi from Gurgaon, he was intercepted near Signature Tower by 5/6 persons coming in a Qualis vehicle, who threatened the complainant of elimination if he initiated any proceedings against M/s Rainbow Promoters Private Limited or demanded any money from them. The complainant lodged a complaint regarding this incident before Station House Officer, Police Station DLF, Sector 29, Gurgaon on 26.10.2006 and on 1.11.2006. The complainant moved an application to the Senior Superintendent of Police but the police has not taken any action so far which shows that the accused persons are very rich persons and have links with high-ups in the society. The complainant quoted some decisions to contend that the police is duty bound to register a case on a complaint, irrespective of the merits of the same. The complainant claims to have acted upon the inducements of the accused and to have been deceived by the accused of his property of the value of Rs. 16,45,15,625/-. The accused had dishonest intention from the very beginning of not paying the consideration amount for the said property. They are said to have committed this offence with common intention and, therefore, they are claimed to have committed an offence punishable u/s 420 read with section 120B IPC.

3. This complaint was presented before learned Judicial Magistrate Ist Class, Gurgon on 12.12.2006. On 14.12.2006, to which the complaint was adjourned, learned JMIC declined the request for sending the complaint u/s 156 (3) Cr.P.C. He recorded the statement of the complainant in preliminary evidence and adjourned the matter to 22.12.2006 for consideration of the said evidence. It will be mentioned here that the petitioners have been summoned to stand trial for an offence punishable u/s 420/120B and 506 IPC vide order dated 3.1.2007.

4. Reply to the petition has been filed by the State as well as respondent No. 1, Surinder Pal. The State, by way of affidavit of Rajesh Kalia, Assistant Commissioner of Police (West), Gurgaon has claimed that the matter before the court is by way of a criminal complaint and State of Haryana is not a party to the complaint. Reference has been made to registration of a case bearing FIR No. 322 dated 3.11.2006 at Police Station Sector 5, Gurgaon against respondent No. 1, Surinder Pal on the complaint of Sudhanshu Tripathi, petitioner No. 5, on behalf of M/s Rainbow Promoters Private Limited. It is claimed that respondent No. 2, therefore, has no concern with the case in hand. It is, however, affirmed that the complaint appears to be a counter blast of the case got registered by way of FIR No. 322 dated 3.11.2006.

5. In the reply filed by respondent No. 1, Surinder Pal, he has claimed that the petitioners have not come to the court with clean hands and, therefore, the petition deserves to be dismissed. It is claimed that the petitioners have tried to mislead the court. He has added that the petitioners have acted under a well designed conspiracy to cheat him and they have created false evidence also. He has then repeated the story set up in the complaint. In the parawise reply, he has denied the truth of the other averments made in the petition. The averments made in his complaint have been suitably reiterated in his reply and those are not necessary to be reproduced here.

6. I have heard Mr. U.U.Lalit, learned senior counsel, assisted by Mr. Hemant Saini and Mr. Siddhesh Kotwal, Advocates, for the petitioners, Mr. Bipin Ghai, learned senior counsel assisted by Mr. Mandeep Kaushik and Mr. Rajbir Sehrawat, Advocates, for respondent No. 1 and Mr. Vikas Malik, learned Assistant Advocate General, Haryana, for the State. I have gone through the record.

7. Before making submissions, learned senior counsel for the petitioners took me

through the relevant paragraphs of the complaint bearing ''18.11.2006'' as typed date on the same, which was presented in the court of learned Judicial Magistrate Ist Class, Gurgaon on 12.12.2006. He then drew my attention to the order dated 3.1.2007 passed by the Magistrate summoning the petitioners to stand trial for an offence punishable under sections 420, 506 read with section 120B IPC for 23.4.2007. According to him, the court had observed that the complainant examined himself as PW-1 in his preliminary evidence and has brought on record several documents from which a prima facie case for an offence punishable under sections 420, 506 read with section 120B IPC is made out against the accused persons.

8. Learned senior counsel for the petitioners then took me through the reply of the petitioners to the notice sent u/s 138 of Negotiable Instruments Act, 1881 (for short, "the Act) through their counsel to respondent No. 1. According to him, the petitioners in their reply (Annexure P12) have taken the stand that there was deficiency of land sold vide the sale deeds. The reply refers to deficiency of 9 Marlas of land caused to the petitioners by respondent No. 1 and by way of this reply, it is claimed that respondent No. 1 is liable to refund the sale consideration in respect to 9 Marlas of land. The reply then mentions that the petitioners are reputed people and they do not want any sort of controversy in the title of the land or transaction of the payment and accordingly, demand draft for the amount of the cheque was stated to have been got prepared in the name of respondent No. 1, a photocopy of which was annexed with the reply. It was mentioned in the reply that the original draft was not being despatched for safety reasons and respondent No. 1 was asked to collect the draft from the office of the petitioners.

10. Learned senior counsel for the petitioners has further submitted that respondent No. 1 has though claimed in para No. 6 of the complaint that when he reached the office of the accused, he did not find any one to make the payment, yet there is nothing to prove that he ever approached the office of the petitioners to collect the draft. According to him, there is no document nor even reply to this reply of the notice claiming that no one was available to deliver the draft to him at the office of the petitioners.

11. Learned senior counsel for the petitioners has submitted, thereafter, that two months before filing of this complaint, the complainant - respondent No. 1 filed a civil suit. He referred me in this regard to Annexure P31, a copy of the plaint in a suit for declaration to the effect that the sale deed, the particulars of which are given therein, is null and void as the post dated cheques dated 8.7.2006 and 26.8.2006 being part of the sale consideration were returned unencashed/ dishonoured. He has further submitted that no proceedings u/s 138 of the Act have been initiated by respondent No. 1 so far. He has further submitted that in the civil suit, respondent No. 1 is not claiming the amount to be due to him. He claims the transaction to have fallen through.

12. Learned senior counsel for the petitioners has submitted that respondent No. 1 has taken inconsistent stands in the civil suit and the criminal complaint. He

has further submitted that alongwith the petitions, the petitioners filed applications with cheques of the balance amount. He has further submitted that vide orders dated 30.3.2010 the stand of the petitioners with regard to the payment was noticed by this court in the following words :-

Assisting counsel for the petitioner submits that from the very beginning even at the time of receipt of notice u/s 138 of the Negotiable Instruments Act, an offer had been made by filing a reply to pay the amount of the cheque but the complainant was adamant for oblique motive to harass the petitioner. It has been informed that even till date the petitioner is ready to pay the amount of the disputed cheque along with some additional amount to compensate the complainant.

Assisting counsel for the respondent has been directed to seek instructions from the complainant if the complainant is ready to accept the offer of the petitioner.

13. According to him, even thereafter on 8.1.2010, a sum of Rs. 9,87,09,625/- was offered by the petitioners to respondent No. 1 in the shape of bank drafts and the said amount was clearly not acceptable to him. According to him, respondent No. 1, on the other hand, made a counter offer to the petitioners of his returning Rs. 6.00 crores paid as part of the sale consideration with respect to the properties in question along with interest and an additional sum of Rs. 5.00 crores, if the petitioners were ready to return the land in question to him.

14. Learned senior counsel for the petitioners has further submitted that the aforesaid developments would show that the motive on the part of respondent No. 1 now is to get the land, which has come in the development plan and has become very costly. He has, therefore, submitted that the case in hand at the worst, is the case of breach of contract and the criminal complaint for an offence punishable u/s 420 IPC is clearly not maintainable. He has also submitted regarding the tendency in business circles to convert purely civil disputes into criminal cases with the obvious object of taking shorter route for redressal of civil disputes. He has further submitted that there is nothing on the record to suggest that at the time of taking the sale, the petitioners were not having any intention to pay the price and that they deceived respondent No. 1 by inducing him to believe that they are to pay the sale price of the land.

15. Learned senior counsel for the petitioners has further submitted that the petitioners, who are accused in the complaint, are residents of Delhi. According to him, the company has its office at Delhi. According to him, in these circumstances, the court was obliged u/s 202 Cr.P.C. to inquire into the case himself or direct an investigation to be made by police officer or by such other person as he thinks fit, for the purpose of deciding whether or not there is sufficient ground for proceeding. According to him, no inquiry, as envisaged by section 202 Cr. P.C., has been conducted by Judicial Magistrate Ist Class, Gurgaon, and therefore, the order of summoning the petitioners is bad. He has further submitted that the petitioners No. 2 to 5 are individual directors and they

are not liable to be proceeded on criminal side for any act of the company. He has lastly submitted that the demand drafts for the price of the land, for which the petitioners are in arrears, are still ready with the petitioners to be paid to respondent No. 1.

16. Learned senior counsel for respondent No. 1 has submitted, on the other hand, that there are specific allegations against the individual directors. According to him, the sale deeds are of 8.6.2006 and the first cheque of this date in all the four transactions had been honoured. According to him, the other two post dated cheques given by the petitioners to respondent No. 1 to complete the price of the land purchased by them had been dishonoured.

17. Referring me to the reply of the petitioners dated 5.8.2006 (Annexure P12), learned senior counsel for respondent No. 1 has submitted that though draft was said to be ready and was offered to be given to respondent No. 1, yet when the complainant went there, no one from the petitioners was available to deliver that draft to the complainant. According to him, the drafts were created with a view to create defence which is quite evident from the fact that the third cheques were also dishonoured.

18. Learned senior counsel for respondent No. 1 has submitted that despite there being a controversy between the parties regarding the price of the land, the petitioners had applied to the authorities for permitting "change of use" of the land in question. According to him, on the one hand, the petitioners were applying to the authorities for grant of permission of change of use of the land and on the other hand, they were not paying the price of the land. According to him, there is no difference in the stand of respondent No. 1 in the civil suit and the complaint. According to him, the change in the two documents is there in the relief claimed. He has further submitted that in the given facts, both civil and criminal remedies are available to respondent No. 1. He has further submitted that the examination of the complainant and taking of the documents from him in support of his statement and considering the same would amount to inquiry as envisaged u/s 202 Cr.P.C and there appears no violation of the terms of section 202 Cr.P.C..

19. The law on the point, which is often quoted has been laid down by Hon`ble Supreme Court of India in G. Sagar Suri and Another Vs. State of U.P. and Others, which is as under :-

It is to be seen if a matter, which is essentially of civil nature, has been given a cloak of criminal offence. Criminal proceedings are not a short cut of other remedies available in law. Before issuing process a criminal court has to exercise a great deal of caution. For the accused it is a serious matter. This Court has laid certain principles on the basis of which High Court is to exercise its jurisdiction u/s 482 of the Code. Jurisdiction under this Section has to be exercised to prevent abuse of the process of any court or otherwise to secure the ends of justice.

20. The aforesaid observations have been noticed in various cases and one of

them is Indian Oil Corporation Vs. NEPC India Ltd. and Others, . In Indian Oil Corpn.''s case (supra), the growing tendency in business circles to convert purely civil disputes into criminal cases is noticed. The reason for this tendency is also found as the prevalent impression with people is that civil law remedies are time consuming and do not adequately protect the interests of lenders/creditors. It is also noticed that there is also an impression that if a person could somehow be entangled in a criminal prosecution, there is likelihood of imminent settlement. Direction has been given in this decision that any effort to settle civil disputes and claims which do not involve any criminal offence by applying pressure through criminal prosecution should be deprecated and discouraged.

21. There may be cases where a transaction between the parties may give rise to civil as well as criminal remedies. In that event, the victim can take recourse to civil as well as criminal remedies. This situation is more true in case prosecutions are launched u/s 138 of the Act and section 420 IPC on the basis of the same transaction. It has been held in such cases by Hon`ble Supreme Court of India in Sangeetaben Mahendrabhai Patel Vs. State of Gujarat and another 2012(2) RCR (Crl.) 737 and Hon`ble Andhra Pradesh High Court in M/s OPTS Marketing Pvt. Limited Vs. State of A.P. 2001 (2) RCR (Crl.) 499 that prosecution could be launched simultaneously u/s 138 of the Act as well as u/s 420 IPC if the offence of cheating is made out from the facts of the case. However, these judgments do not cover the question before me, where it is to be found out whether the dispute between the parties is of civil nature or makes out a case u/s 420 IPC. As has been laid down by Hon`ble Supreme Court of India, the tendency to give colour of criminal offences to civil disputes is required to be deprecated and discouraged.

22. Though, it is claimed by respondent No. 1 in his complaints that offence u/s 506 IPC has also been committed, the main offence for which the complaints have been filed is punishable u/s 420 IPC. The essential ingredients of section 420 IPC have been laid down in Alpic Finance Ltd. Vs. P. Sadasivan and Another, The observations of Hon`ble Supreme Court of India in this regard may be extracted below :

Here the main offence alleged by the appellant is that respondents committed the offence u/s 420 I.P.C. and the case of the appellant is that respondents have cheated him and thereby dishonestly induced him to deliver property. To deceive is to induce a man to believe that a thing is true which is false and which the person practicing the deceit knows or believes to be false. It must also be shown that there existed a fraudulent and dishonest intention at the time of commission of the offence. There is no allegation that the respondents made any willful misrepresentation. Even according to the appellant, parties entered into a valid lease agreement and the grievance of the appellant is that the respondents failed to discharge their contractual obligations. In the complaint, there is no allegation that there was fraud or dishonest inducement on the part of the respondents and thereby the respondents parted with the property. It is trite law and common sense that an honest man entering into a contract is deemed to represent that he has the present intention of carrying it out but if, having accepted the pecuniary advantage involved in the transaction, he fails to pay his debt, he does not necessarily evade the debt by deception.

23. There are some factual aspects that need consideration before applying the law as noticed above to the facts of this case. The first aspect is where the complainant - respondent No. 1 claims that on receipt of reply of the petitioners, whereby the petitioners claimed that demand draft has been prepared and has been kept in the office requesting him to collect the same from the office of the company, he went to the office of the company and found none to make the payment. It has been clearly mentioned in the reply (Annexure P12) that a photocopy of the draft was being sent to respondent No. 1, the original of which was kept in the office of the petitioners for safety reasons and respondent No. 1 was requested to collect the same from the office of the company. Respondent No. 1 simply avers in para No. 6 of his complaint that he reached the office of accused - company and he found none there to make the payment. This is nothing but a vague allegation to cover up this aspect. He does not say as to on which date he went to the office of the company. He also does not say about the time when he reached the said office and finally, he does not say that after finding none from the company to make him the payment, he made another communication to the company complaining in this regard. One more important aspect can be noticed here. In the complaint, respondent No. 1 claims that he went to the office of the accused company to find none there to make the payment. He has made a contradictory assertion in his plaint filed in this regard (Annexure P31) that he had sent his man to the local office, but no body was present there. He did not even disclose the name of that person in the plaint. So, this allegation on the very face of it, appears to be unreliable.

24. The other allegations relate to an incident dated 24.10.2006, on the basis of which respondent No. 1 accused the petitioners to have committed an offence punishable u/s 506 IPC. The precise allegation of respondent No. 1 in this regard is that on 24.10.2006, he was going towards Delhi from Gurgaon in his car and when he was near Signature Tower, a white coloured Qualis car, without number plate, intercepted his car and out of the said vehicle, 5-6 persons came out and forcibly took the complainant out of his car and threatened him if he initiated any proceedings against the petitioner-company or make demand for any amount, then they will eliminate him. The allegation on the very face of it appears to be vague. Those were 5-6 persons, who are said to have threatened him of elimination if he proceeded in any way against M/s Rainbow Promoters Private Limited. They are not alleged to have even touched the complainant. The allegation of respondent No. 1 is that he lodged a complaint on 26.10.2006 and again on 1.11.2006 in this regard before SHO Police Station, DLF Sector 29, Gurgaon but he was not heard. He also claims to have moved an application to S.S.P., but he has not heard any thing about the action taken on his complaint. Respondent No. 1 has taken care to make out an allegation in this regard, which

could not be verified in any manner. He did not disclose the names of the persons who intercepted him. He claims that the vehicle in which they were travelling was not bearing any number plate and he is not in a position to say that they had any connection with the petitioners. The alleged incident occurred on 24.10.2006, but in the civil suit with plaint bearing 29.10.2006 as the date, he did not make a reference to any such incident. So, the averments in this regard in the complaint are certainly unbelievable.

25. It is a case where the complainant has filed a criminal complaint as well as a civil suit regarding the same transaction. It has been held by Hon`ble Supreme Court of India in B. Suresh Yadav Vs. Sharifa Bee and Another, that the pleadings in the civil suit filed by the complainant can be taken into consideration to decide as to whether the transactions between the parties are of civil nature or constitute a criminal offence. The observations in this regard are as under :-

13. For the purpose of establishing the offence of cheating, the complainant is required to show that the accused had fraudulent or dishonest intention at the time of making promise or representation. In a case of this nature, it is permissible in law to consider the stand taken by a party in a pending civil litigation. We do not, however, mean to lay down a law that the liability of a person cannot be both civil and criminal at the same time. But when a stand has been taken in a complaint petition which is contrary to or inconsistent with the stand taken by him in a civil suit, it assumes significance.

26. To establish the offence u/s 420 IPC, it has to be shown that there existed a fraudulent and dishonest intention at the time of making the promise to pay the price. The complainant - respondent No. 1 executed the sale deeds and the sale price was paid by way of cheques. Contrary to what the complainant claims, all the cheques issued for consideration of the sale are not post dated cheques. The first cheque in each of the transactions is dated 8.6.2006 and as admitted by learned counsel for respondent No. 1, those cheques were cleared. It is clear on the record that out of the total sale consideration of 16 crores and odd rupees, a sum of Rs. 6.00 crores already stands paid before the sale deeds were registered. As I have noticed above, the petitioners are ready to pay the remaining price along with whatever interest they are asked to pay thereon.

27. In the complaint, the respondent No. 1 says that he has been cheated. He claimed therein that the petitioners had no intention to pay the sale consideration from the very beginning and thus, according to him, they have committed an offence punishable u/s 420 IPC. In the plaint, Annexure P31, his stand is quite different. Here he claims that he did not hand over physical possession of the suit property and as the consideration failed the transaction had fallen through and he being in possession of the suit land, he seeks declaration that the sale deeds are null and void. If this is the stand of the complainant in the civil suit, it is directly in conflict with the stand taken in the complaint.

28. The complainant has taken two pleas to claim that the petitioners had no intention to pay the price of land from the very beginning. The first plea is that the reply of the petitioners to his notice where they claimed to have got demand drafts prepared in the amount of the cheques and kept ready for payment at the local office of the company is to befool him because he did not find any one in the office of the company to make the payment. The complainant does not claim in the complaint that the reply did not have with it a copy of the draft for the amount in which the cheque dishonoured had been issued. It is rather argued that the drafts were got prepared to create a defence which means that preparation of the drafts is admitted. The allegation of the complainant that he went to the office of the company and had found none to make the payment is already found to be uncreditworthy. This circumstance itself shows that when the complainant was not coming forward to receive the amount of the second set of cheques by way of demand drafts, the failure of the petitioners to put funds in the account of the company sufficient to honour the third set of cheques, could not be taken as a fact sufficient to prove that there was intention to deceive the complainant on the part of the petitioners at the time of entering into the transaction.

29. The second plea is that the malafides of accused persons became apparent from the fact that in all the four transactions, the directors approached the complainant for purchase of the land but in none of the said transactions, the names of the directors had come. It is a fact that the directors were negotiating with the complainant for the purchase of the land for the company. If the purchase was for the company, the sale deeds were naturally to be got executed in favour of the company and not in favour of the individual directors. So, this also fails to prove that the intention of the petitioners in taking the sale deeds in the name of the company was malafide. The facts noticed above clearly reveal that it is difficult to see an element of deception in the transaction entered between the parties. Therefore, the complainant has failed to make out a case for proceeding against the petitioners for the offence punishable u/s 420 or any other offence mentioned in the complaint. The petitions are, consequently, allowed and the complaints filed by respondent No. 1 and the summoning order dated 3.1.2007 passed by learned Judicial Magistrate Ist Class, Gurgaon and all consequential proceedings arising therefrom, are quashed.

