# IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

**R/CRIMINAL MISC. APPLICATION (FOR QUASHING & SET ASIDE FIR/ORDER) NO. 6114 of 2021**
**With**
**CRIMINAL MISC. APPLICATION (FOR STAY) NO. 2 of 2025**
**In R/CRIMINAL MISC. APPLICATION NO. 6114 of 2021**
**With**
**R/CRIMINAL MISC. APPLICATION NO. 3135 of 2021**

**FOR APPROVAL AND SIGNATURE:**
**HONOURABLE MR.JUSTICE P. M. RAVAL**
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| Approved for Reporting | Yes | No |
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BHABHLUBHAI NAGBHAI VARU & ANR.
Versus
STATE OF GUJARAT & ANR.
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Appearance:
MR ASHISH M DAGLI(2203) for the Applicant(s) No. 1,2
CHINTAN K GANDHI(8600) for the Respondent(s) No. 2
MR. SANDIP A. KAPADIYA(17911) for the Respondent(s) No. 2
MR ROHAN SHAH, APP for the Respondent(s) No. 1
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CORAM:**HONOURABLE MR.JUSTICE P. M. RAVAL**

**Date : 20/07/2026**
**ORAL JUDGMENT**

**PRELUDE**:

1. As both these applications arise out of the same FIR, they are

are being decided by this common judgment and order.

2. By these applications, the applicants are before this Court praying for quashing and setting aside the impugned FIR being C.R. No. 11193027200953 of 2020, registered on 18.08.2020 with Khambha Police Station, District Amreli, for the offences punishable under Sections 384, 386, 504, 506(2) and 114 of the Indian Penal Code, 1860 (IPC) as well as Section 40, 42(A) and 42(D)of the Gujarat Money Lending Act.

**FACTUAL MATRIX**:

2. The case, as narrated in the FIR, is to the effect that:

2.1 Original Complainant namely Jentibhai Raghavbhai Sodvadiya has inherited agricultural land from his ancestors. One parcel of land is recorded under Revenue Account No. 33, Survey No. 30/1, measuring 2 Hectare, 83 Are, and 28 Square Metre, situated within the revenue limits of Mota Sakdiya village. Another parcel of agricultural land is recorded under Revenue Account No. 722, Survey No. 141, measuring 1 Hectare, 14 Are, and 33 Square Metre, situated within the revenue limits of Dedan village.

2.2 Approximately two years ago, his son Prayagbhai intended to go abroad, and he also required funds for agricultural operations. Since he needed approximately Rs.6,00,000/-, he approached his friend, Isubkhan Hasan Khan Pathan, a resident of Dedan, and discussed his financial requirement with him. Thereupon, his friend Isubkhan informed him that there was a finance office at Dedan operated by Pratapbhai Nagbhai Varu, who used to lend money. On a suggestion being made by Isubkhan, they both visited the office of Pratapbhai Nagbhai Varu, a resident of Nageshri, located at Dedan. It is stated in the FIR that during their meeting, Pratapbhai informed that his brother, Bhabhlubhai Nagbhai Varu, a resident of Gokulnagar, Jafrabad Road, Rajula, who was a Teacher, would provide with a loan on interest, pursuant to which he personally went to Rajula to meet Bhabhlubhai Nagbhai Varu.

2.3 It is further stated in the FIR that the complainant explained his financial requirement to Bhabhlubhai, whereupon, he asked him to execute an Agreement to Sell (Banakhat) without possession in respect of his agricultural land towards Security for the loan, and accordingly, he would lend him the money on interest, to which, complainant agreed.

2.4 Thereafter, Bhabhlubhai informed him that he would call him the following day and instructed him to come to the Mamlatdar Office at Khambha, where they would execute the Agreement to Sell (Banakhat). As the complainant was in urgent need of money, he went to Khambha on 02.01.2018. On that day, Agreement to Sell (Banakhat) in respect of his agricultural land bearing Survey No. 30/1 came to be executed. After the execution of the Banakhat, Bhabhlubhai handed over a Cheque No. 003092 for Rs.4,50,000/- drawn on ICICI Bank, Rajula Branch. Since he actually required a loan of Rs.5,00,000/-, Bhabhlubhai deducted Rs.50,000 in advance towards two months' interest at the rate of 5%, and consequently issued him a cheque for only Rs.4,50,000. Thereafter, as the complainant required additional funds, he once again approached Bhabhlubhai seeking another loan. At that time, Bhabhlubhai told him that if he required a further loan of Rs.1,50,000/-, he should execute another Agreement to Sell (Banakhat), in the same manner as before, in respect of his agricultural land situated within the revenue limits of Dedan village. Accordingly, on 06.04.2018, the complainant executed an Agreement to Sell (Banakhat) in favour of Bhabhlubhai for the agricultural land bearing Survey No. 141, situated within the revenue limits of Dedan village. Upon execution of the said Banakhat, Bhabhlubhai paid him Rs.50,000/-.

2.5 Approximately eight months later, the complainant received a telephone call from Bhabhlubhai Nagbhai Varu informing that he owed him Rs.5,50,000/- and demanded interest at the rate of 10% on the said amount, to which, the complainant replied that the amount of interest he was demanding was excessive and that he was not in a position to pay such a high rate of interest. Upon hearing this, Bhabhlubhai got agitated and started hurling filthy abuses and threatened to kill him and family if his money is not repaid. He further warned him that until the money is repaid, he would not allow him to cultivate or even enter his agricultural fields.

2.6 Thereafter, the complainant arranged through a commission agent (broker) to sell the onion crop grown on his land at the Mahuva Marketing Yard. When Bhabhlubhai came to know about this, Bhabhlubhai Nagbhai Varu, Pratapbhai Nagbhai Varu, and Nareshbhai Chauhan, a Teacher at Dhareshwar Primary School, all three of them rushed to his residence at around 6:30 p.m. and began abusing and intimidating him. They told him that the sale bill for his onion crop should be transferred into the name of Bhabhlubhai, and they compelled him to do so by force. Under the pressure, the complainant contacted the commission agent and arranged for the Gate Pass issued by the Mahuva Marketing Yard as well as the sale invoice (bill) for his onion crop to be issued in the name of Bhabhlubhai. Thereafter, Bhabhlubhai himself collected the sale proceeds directly. He does not know the amount for which the bill was settled.

2.7 Thereafter, three of them told the complainant that if he ever went to his orchard/farm situated within the revenue limits of Mota Sakdiya village again, they would kill him. They further warned him that until he repaid money, he would not be allowed to enter or cultivate his agricultural land, and that they would remain in possession of the said land till then. Since that time, Pratapbhai is in possession of agricultural land situated at Mota Sakdiya village. It is further alleged that, thereafter, also the above-mentioned three persons repeatedly contacted him in person as well as over the telephone, making aggressive demands for payment of interest and threatening and intimidating the complainant. On one occasion, Bhabhlubhai met him at Dedan village and told him that the total amount payable by him, including interest on the money he had lent, had increased to Rs.27,50,000/-. He further stated that if he was unable to pay the said amount, he should execute a registered sale deed of his agricultural land in his favour. Thereafter, the complainant returned home and left for Surat. The complainant became extremely frightened because of the conduct and threats of these persons, and as a result, complainant kept moving from place to place to avoid them. Subsequently, complainant's friend, Rameshbhai Madhubhai Devani, a resident of Mota Sakdiya, came to know about the entire incident. He encouraged the complainant and gave him the courage to approach the authorities. Thus, on the said fact, the FIR in question has been lodged.

**SUBMISSIONS**:

3. Heard, learned advocate Mr. Ashish M. Dagli, for the applicants in Criminal Misc. Application No. 6114 of 2021 with Criminal Misc. Application No. 2 of 2025 and learned advocate Mr. Rohan Majmudar, learned advocate for the applicant in Criminal Misc. Application No. 3135 of 2021 and learned Additional Public

Prosecutor Mr. Rohan Shah for the respondent – State and learned advocate Mr. Sandip Kapadiya for the respondent - *de facto* complainant.

3.1 The learned advocates for the applicants, at the outset, submitted that the FIR suffers from an inordinate and unexplained delay of nearly two years. The original complainant has failed to furnish any plausible or satisfactory explanation for such an extraordinary delay, which casts serious doubt on the genuineness, credibility, and *bona fides* of the allegations levelled against the applicants.

3.2 The learned advocates for the applicants further submitted that the investigation has already been concluded and the Charge-sheet has been filed before the competent Court.

3.3 The learned advocates for the applicants submitted that entire controversy emanates from an Agreement to Sell executed between the applicant and respondent No. 2. The allegations, even if accepted at their face value, disclose a dispute purely of a civil nature. The respondent No. 2 has, with an oblique motive to exert undue pressure and to secure a collateral advantage, sought to give a criminal colour to a civil transaction. Such misuse of the criminal process is impermissible in law and amounts to an abuse of the process of the Court.

3.4 The learned advocates for the applicants further submitted that a plain reading of the FIR, does not disclose the essential ingredients constituting the offences punishable under Sections 384 and 386 of the IPC, nor does it make out any offence under the applicable provisions of the Money Lending Act. The allegations are vague, omnibus, and devoid of the necessary factual foundation to attract the aforesaid penal provisions. Consequently, the continuation of the criminal proceedings against the applicants would be wholly unjustified and unsustainable in law.

3.5 The learned advocates for the applicants would further submit that the applicant No. 1 has also filed Regular Civil Suit No. 44 of 2022 against the *de facto* complainant before the Court of learned Principal Civil Judge, Khambha for specific performance of Agreement to Sell, executed for land bearing Survey No. 30/1 of Village: Mota Sarakadiya, Taluka: Khambha, District: Amreli, wherein, *vide* order dated 03.10.2023 passed below Exh. 5, the learned Principal Civil Judge, Khambha has partly allowed the injunction application and restrained the present informant not to create any charge, encumbrance or deal with land in question in any manner. So far as applicant of Criminal Misc. Application No. 3135 of 2021, it is stated that the applicant therein has nothing to do with the transaction in question and the allegations, as made in the FIR, are considered *qua* him, save and except the bald allegations that he accompanied the main accused to the home of the complainant and all the three abused and threatened the complainant and thereafter, also threatened on phone, no other allegations are made against him. In the circumstances, he reiterated that so far as offence punishable under Sections 384 and 386 of the IPC and under the Gujarat Money Lending Act are concerned, the applicant has nothing to do with and that, the ingredients of the said offences are not satisfied *qua* him. Whereas, offence punishable under Section 506(2) IPC is also not attracted inasmuch as, there is no intention on the part of this applicant to cause any alarm to the complainant and that, mere expression of any word, allegedly spoken by him, would not amount to criminal intimidation. Further, he stated that the applicant has no antecedents. In support, the learned advocate has relied upon decisions of the coordinate Bench in ***i) Nalinbhai Amirali Bhanvadiya v. State of Gujarat, 2019(0) AIJEL-HC 242193*** and ***ii) Pravinbhai Gordhanbhai Patel v. State of Gujarat, 2019 (0) AIJEL-HC 240972***.

3.6 The learned advocates would further submit that the *de facto* complainant also filed an application below Exh. 44 under Order 7 Rule 11(d) of the Code of Civil Procedure, 1908, (CPC) which came to be dismissed by the learned Principal Judge on 11.06.2024.

3.7 The learned advocates would lastly submit that the present FIR filed against the applicants is nothing but an abuse of process of law, to harass the present applicants and thus, argued to allow the present applications.

4. *Per contra*, learned Additional Public Prosecutor for the respondent - State and learned advocate Mr. Sandip Kapadiya for the *de facto* complainant would submit that:

4.1 That since the Charge-sheet has been filed, the applicants have an alternative efficacious remedy of preferring a discharge application, since the scope of exercising powers under Section 482 of the CrPC is very narrow. Having made a *prima facie* case, the present applications deserve to be dismissed.

4.2 It is further submitted that the contention raised by the learned advocate for the applicants requires a full-fledged trial and can be tested only on the basis of the evidence led before the trial.

4.3 The learned advocates for the respondents further submits that the applicants are the persons having criminal antecedents involving offences of a similar nature, thereby indicating a discernible *modus operandi*. It is further contended that such antecedents, coupled with the material collected during the course of investigation, *prima facie* substantiate the allegations levelled against the applicants and, therefore, no case is made out for the exercise of the inherent jurisdiction of this Court to quash the impugned FIR or the consequential criminal proceedings.

**FINDINGS**:

5. Heard, the learned advocates for the respective parties and

perused the material on record.

5.1 At the outset, it would be apt to refer to a decision in case of ***State of Haryana v. Bhajan Lal, AIR 1992 SC 604***, wherein, the Hon'ble Apex Court crystallized seven distinct, illustrative categories of cases where judicial intervention under Section 482 of the Code or Article 226 of the Constitution is necessitated to secure the ends of justice and clip any abuse of the process of Court. The relevant portion of Paragraph 102 of the said judgment is extracted below:

> *"(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 ins the F.I.R. and other materials, if any, accompanying the F.I.R. do not disclose a cognizable offence, justifying an investigation by police officers under S.156(1) of the Code except under an order of a Magistrate within the purview of S.155(2) of the code.*
>
> *(3) Where, the uncontroverted allegations made in the F.I.R. or complaint and the evidence collected in support of the same do not disclose the commission of any offence and make out the 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 S.155(2) of the Code.*
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> *(5) Whether, the allegations made in the F.I.R. 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/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 malafide 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."*

5.2 The applicants have preferred these applications under Section 482 of the Code of Criminal Procedure, 1973 (CrPC), seeking the quashing of the First Information Report (FIR) and the consequential Charge-sheet pending before the competent Court. The dispute originates from financial transactions where the original complainant executed two Agreements to Sell (Banakhat) concerning his ancestral agricultural lands as security for loans advanced by the applicant. While the Complainant alleges extortion, criminal intimidation, and forcible dispossession under the guise of an illegal money-lending operation, the applicants contend that the matter is a purely civil contractual dispute that has been deliberately given a criminal colour to bypass binding civil obligations.

5.3 **<u>POINTS OF CONTENTION</u>:**

5.3.1 **Commercial/Civil Transaction vs. Criminal Offence**:

i) Whether the controversy, rooted in executed Agreements to Sell and financial advances, is purely civil in nature, rendering criminal prosecution an abuse of the process of law.

5.3.2 **Impact of Pre-existing and Subsisting Civil Court Orders**:

ii) Whether the institution of a Regular Civil Suit and the protection granted by a competent Civil Court alter the maintainability of the concurrent criminal proceedings.

5.3.3 **Sustainment of Penal Ingredients**:

iii) Whether the uncontroverted allegations in the FIR and Charge-sheet fulfil the essential legal ingredients required to constitute offences under Sections 384 and 386 of the Indian Penal Code (IPC) and the Money-Lending Act.

5.3.4 **Effect of Inordinate and Unexplained Delay**:

iv) Whether a two-year delay in registering the FIR, viewed in juxtaposition with parallel civil developments, invalidates the *bona fides* of the criminal prosecution.

## 6. <u>ANALYSIS AND REASONING</u>:

6.1 To determine whether the criminal proceedings ought to be quashed, this Court must examine the structural framework of the dispute against the bedrock principles governing Section 482 of the CrPC.

### a) The Civil Character of the Transaction and Criminal Cloaking:

6.1.1 The record reveals that the interaction between the parties strictly initiated as a commercial transaction. The Complainant sought funds for his son's foreign travel and agricultural operations, voluntarily executing an Agreement to Sell (Banakhat) on 02.01.2018, for Survey No. 30/1, receiving a cheque of Rs.4,50,000/-. He subsequently executed a second Banakhat on 06.04.2018 for Survey No. 141, receiving an additional Rs.50,000/-.

6.1.2 The Apex Court in ***Paramjeet Batra v. State of Uttarakhand (2013) 11 SCC 673*** held that:

> " *Whether a complaint discloses a criminal offence or not depends upon the nature of facts alleged therein. Whether essential ingredients of criminal offence are present or not has to be judged by the High Court. A complaint disclosing civil transactions may also have a criminal texture. But the High Court must see whether a dispute which is essentially of a civil nature is given a cloak of criminal offence. In such a situation, if a civil remedy is available and is, in fact, adopted as has happened in this case, the High Court should not hesitate to quash criminal proceedings to prevent abuse of process of court.*"

6.1.3 Similarly, in ***G. Sagar Suri v. State of U.P. (2000) 2 SCC 636***, the Apex Court observed that "*Jurisdiction under Section 482 of the Code has to be exercised with a great care. In exercise of its jurisdiction High Court is not to examine the matter superficially. 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……..*".

6.1.4 In the present case, the primary relationship between the parties is bound by written property agreements and formal banking transactions. The subsequent allegations of coercion, when analyzed against the admitted execution of documents months apart, reveal an attempt to invalidate the legal efficacy of the Banakhats through criminal recourse. The dispute is fundamentally a contractual and financial disagreement regarding the repayment of advanced sums and the enforcement of land agreements, which belongs strictly to civil jurisprudence.

**b) Primacy of Ongoing Civil Adjudication:**

6.2 It is an uncontroverted fact that the applicant No. 1 instituted Regular Civil Suit No. 44 of 2022 before the Principal Civil Judge, Khambha, seeking specific performance of the Agreement to Sell for the Mota Sakdiya village land. Crucially, on 03.10.2023, the competent Civil Court passed an order below Exh. 5, partly allowing an injunction and restraining the complainant from creating any third-party charges or dealing with the land. Furthermore, the complainant's application to reject the plaint under Order 7 Rule 11(d) of the CPC was formally dismissed by the Civil Court on 11.06.2024.

6.2.1 The continuation of criminal proceedings on the exact same subject matter for which a competent Civil Court is actively adjudicating the validity, possession, and specific performance of the Banakhat, allowing a parallel criminal prosecution to evaluate the same transactional facts creates an impermissible overlap. The criminal process cannot be utilized to frustrate an interim injunction issued by a civil Court of competent jurisdiction.

**c) Absence of Essential Penal Ingredients:**

6.3 A plain reading of the FIR and Charge-sheet fails to establish the necessary elements of extortion under Sections 384 and 386 of the IPC. The statutory definition of extortion requires that the accused must dishonestly induce a person under fear of injury to deliver property. Here, the delivery of money *via* cheque and the execution of the Banakhats were completed voluntarily in 2018. The subsequent escalation and verbal altercations described in the FIR relate to the recovery of the advanced loan and accrued interest. While the high rate of interest demanded may violate the regulatory provisions of money-lending laws it does not automatically transmute a financial default or aggressive recovery into the criminal offence of extortion.

6.3.1 Section 386 of the IPC relates to extortion by putting a person in fear of death or grievous hurt. Section 386 of the IPC runs as follows:—

> *"Section 386. Extortion by putting a person in fear of death or grievous hurt. —Whoever commits extortion by putting any person in fear of death or of grievous hurt to that person or to any other, shall be punished with imprisonment of either description for a term which may extend to ten years, and shall also be liable to fine."*

6.3.2 "Extortion" has been defined in Section 383 of the IPC as follows:

> *"Section 383. Extortion.—Whoever intentionally puts any person in fear of any injury to that person, or to any other, and thereby dishonestly induces the person so put in fear to deliver to any person any property or valuable security or anything signed or sealed which may be converted into a valuable security, commits extortion.*
>
> ***Illustrations**:*
>
> *(a) A threatens to publish a defamatory libel concerning Z unless Z gives him money. He thus induces Z to give him money. A has committed extortion.*
>
> *(b) A threatens Z that he will keep Z's child in wrongful confinement, unless Z will sign and deliver to A a promissory note binding Z to pay certain monies to A. Z sings and delivers the*

*note. A has committed extortion.*

*(c) A threatens to send club-men to plough up Z's field unless Z will sign and deliver to B a bond binding Z under a penalty to deliver certain produce to B, and thereby induces Z to sign and deliver the bond. A has committed extortion.*
*(d) A, by putting Z in fear of grievous hurt, dishonestly induces Z to sign or affix his seal to a blank paper and deliver it to A. Z sings and delivers the paper to A. Here, as the paper so signed may be converted into a valuable security. A has committed extortion."*

6.3.3 So the necessary ingredients of the offence of extortion are that the victim must be induced to deliver to any person any property or valuable security, etc. Thus, the delivery of the property must be with consent which has been obtained by putting the person in fear of any injury. In contrast to theft, in extortion there is an element of consent, of course, obtained by putting the victim in fear of injury. In extortion, the will of the victim has to be overpowered by putting him or her in fear of injury. Forcibly taking any property will not come under this definition. It has to be shown that the person was induced to part with the property by putting him in fear of injury. Nowhere the first informant has stated that out of fear, he executed Banakhats in favour of the accused persons. To put it in other words, there is nothing to indicate that there was actual delivery of possession of property by the person put in fear. In the absence of anything to even remotely suggest that the first informant parted with his property after being put to fear of any injury, no offence under Section 386 of the IPC can be said to have been made out.

6.3.4 So far as Sections 504 and 506(2) of the IPC are concerned, Section 504 IPC comprises of the following ingredients *viz.* (a) intentional insult, (b) the insult must be such as to give provocation to the person insulted, and (c) the accused must intend or know that such provocation would cause another to break the public peace or to commit any other offence. Further, in view of definitions of Criminal Intimidation under Section 503 of the IPC, in order to make out an offence of Criminal Intimidation, punishable under Section 506(2) of the IPC, that it must be established that the accused had an intention to cause alarm to the complainant and that, mere threats given by the accused, without any intention to cause alarm to the complainant, would not constitute the offence of Criminal Intimidation. In the deceased relied upon by the learned advocate for the applicant of the coordinate Bench in ***Nalinbhai Amirali Bhanvadiya (supra)***, it is observed that, it is settled proposition of law that mere threats given by accused not with an intention to cause alarm to the complainant would not constitute offence of criminal intimidation. Thus, the said basic ingredients and predominant requirement to establish or to constitute an offence punishable under Sections 504 and 506(2) of the IPC regarding intentional insult with intention to provoke breach of peace and the intention to cause alarm to the complainant by such threat, are conspicuously absent in the present case.

6.3.5 As far as State's assertion that the applicants possess a verified history of similar criminal antecedents, it is worth noting that all previous FIR have quashed by consent of the respective informants. Thus, based on vague and omnibus allegations in the FIR cannot form the factual foundation required to sustain a criminal trial.

6.3.6 For offence under the Money lenders Act except for the assertion of Rs.50,000/- being taken in advance while parting with the money by accused and entering in to Banakhat as interest @ 5% for two months in advance which is falsified from the recitals of registered Banakhat there is only statement of agent with regard to Rs.35,000/- worth onion being transferred in the name of accused. Except this amount of Rs.35,000/-, there is no evidence worth the name of the informant having paid a single rupee towards interest to the accused persons either in cash or through banking channel or UPI which makes the averments attracting penal provisions of Money Lender Act unacceptable.

**d) Unexplained Delay and Lack of *Bona Fides*:**

6.4 The applicants have demonstrated that the FIR suffers from an extraordinary delay of nearly two years from the date of the alleged initial threats. In ***Bhajan La's case***, the Supreme Court established that where a criminal proceeding is manifestly attended with *mala fides* or maliciously instituted with an oblique motive for wreaking vengeance, the High Court, under Section

482, ought to intervene to prevent the abuse of the process of any Court.

6.4.1 The timeline demonstrates that the criminal machinery was set in motion only after the contractual relations broke down and civil remedies were actively pursued. The delay, when juxtaposed with the parallel civil litigation, indicates that the criminal complaint was designed as a retaliatory defence mechanism to evade the specific performance of the executed property contracts.

**7. <u>SUMMING UP</u>**:

7.1 On evaluation of the facts on hand, this Court finds that the essential character of the dispute between the parties is purely civil and contractual. The invocation of criminal provisions under Sections 384 and 386 of the IPC represents a clear instance of a civil transaction being cloaked in criminality to gain an unfair advantage in an active property dispute. Given that the competent Civil Court has already seized the matter, granted injunctive relief, and affirmed the maintainability of the suit by dismissing the Order 7 Rule 11 application, the continuation of the criminal prosecution would amount to a gross abuse of the process of law. From the entire reading of the papers of the Charge-sheet as well as the FIR, the present case would squarely fall within parameters (1), (3), (5), and (7) laid down by the Apex Court in ***Bhajan La's case (supra)***.

8. **<u>CONCLUSION</u>**:

8.1 Criminal Misc. Application Nos. 6114 of 2021 and 3135 of 2021 are allowed. The First Information Report registered against the applicants, referred in Paragraph 2 above, Charge-sheet and all consequential criminal proceedings arising therefrom, are hereby quashed and set aside *qua* the applicants. Rule is made absolute, accordingly.

8.2 Pending application/s, if any, shall stand disposed.

8.3 **Direct service** is permitted.

**[ P. M. Raval, J. ]**

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