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Page 1 Sunday, October 18, 2026
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whether Guru Granth Sahib is a juristic person. Examining the merits we find that the mutation in the revenue papers in the name of Guru Granth Sahib was made as far back as in the year 1928, in the presence of the ancestors of the respondents and no objection was raised by anybody till the filing of the present objection by the respondents as aforesaid under Sections 8 and 10 of the 1925 Act. This is after a long gap of about forty years. Further, this property was given in trust to the ancestors of the respondents for a specified purpose but they did not perform their obligation. It is also settled, once an endowment, it never reverts even to the donor. Then no part of these rights could be claimed or usurped by the respondent's ancestors who in fact were trustees. Hence for these reasons and for the reasons recorded by Mr Justice Tiwana, even on merits, any claim to the disputed land by the respondents has no merit. Thus, any claim over this disputed property by the respondents fails and is hereby rejected. We uphold the findings and orders passed by the Tribunal against which Suit No. 94 of 1979 and FAO No. 2 of 1980 were filed.

48. For the aforesaid reasons and in view of the findings which we have recorded, we hold that the High Court committed a serious mistake of law in holding that the Guru Granth Sahib was not a juristic person and in allowing the claim over this property in favour of the respondents. Accordingly, this appeal is allowed and the judgment and decree passed by the High Court dated 19-4-1985 and 28-1-1988 in Suit No. 94 of 1979 and FAO No. 2 of 1980 dated 28-1-1982 are hereby set aside. We uphold the orders passed by the Tribunal both under Section 10 of the said Act in Suit No. 94 of 1979. Appeal is, accordingly, allowed. Costs on the parties.

SLPs (Civil) Nos. 2735-36 of 1989

49. The main question raised in these special leave petitions is the same as has been raised in Civil Appeal No. 3968 of 1987, which we have disposed of today. In view of this, the point raised by the petitioners in this petition is unsustainable for the same reasons and is therefore dismissed.

(2000) 4 Supreme Court Cases 168

(BEFORE K.T. THOMAS AND D.P. MOHAPATRA, JJ.)

HRIDAYA RANJAN PRASAD VERMA AND OTHERS . . Appellants;

Versus

STATE OF BIHAR AND ANOTHER . . Respondents.

Criminal Appeals Nos. 313-14 of 2000†, decided on March 31, 2000

A. **Criminal Procedure Code, 1973 — S. 482 — Quashing of complaint and criminal proceedings — Abuse of process of court — Transaction of sale of land by appellants to Respondent 2 Society — Cheques issued by**

† From the Judgment and Order dated 13-4-1999 of the Patna High Court in Crl. Misc. Nos. 22880 and 24068 of 1998

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Page 2 Sunday, October 18, 2026
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Respondent 2 in favour of appellant dishonoured by bank because of insufficiency of amount in the account of drawer — FIR lodged under Ss. 406, 420 and 120-B IPC — As a counterblast complaint filed by Respondent 2 against appellants alleging offences under Ss. 418, 420, 423, 504 and 120-B IPC — Appellants filing petition for quashing of the complaint/FIR filed by Respondent 2 — Allegations in the complaint read as a whole not indicating, expressly or impliedly, any intentional deception on the part of the appellants right from the beginning of the transaction — Thus prima facie the allegations made by Respondent 2 not constituting offence punishable under S. 420 or allied offences mentioned in the complaint — Held, continuing the criminal proceedings against the appellants would amount to an abuse of process of the court — High Court erred in refusing to quash the complaint and the proceedings

B. **Penal Code, 1860 — S. 415 — Cheating — Ingredients of — Distinguished from mere breach of contract — Definition contemplates two separate classes of acts viz. deception by fraudulent or dishonest inducement and deception by intentional, but not fraudulent or dishonest, inducement — In the second case intentional deception must be shown to exist right from the beginning of the transaction**

The appellants agreed to sell their land to a cooperative housing society for a consideration of Rs 16,00,000. Respondent 2 was Secretary of the Society. The respondent paid a sum of Rs 11,00,000 to the appellants by way of drafts drawn in their favour. The appellants executed a registered sale deed in respect of the land in favour of the Society. It is the case of the appellants that on the insistence of Respondent 2 two other brothers of the appellants signed the sale deed as witnesses. By way of a further safeguard the appellants executed a separate indemnity deed on the same day in which they undertook to indemnify any loss caused to the Society on account of any objection which may be raised by any co-sharer against transfer of the land in future. The appellants assert that they delivered possession of the land to the Society on the same day. On registration of the sale deed Respondent 2 handed over three cheques to the appellants for the sum of Rs 5,50,000. When the appellants presented the said cheques in the bank the same were dishonoured on account of insufficiency of amount in the account of the drawer. Appellants after serving notice on Respondent 2 lodged an FIR alleging offences under Sections 406, 420 and 120-B IPC. The police after investigating into the allegations made in the FIR filed a charge-sheet against Respondent 2 and the Vice-President of the Society. The appellants also filed three suits for realisation of the amount due to them. Shortly thereafter, Respondent 2 filed a complaint in the Court of CJM against the appellants alleging commission of offences under Sections 420, 423, 469, 504 and 120-B IPC. In the complaint Respondent 2 alleged inter alia that by conspiring together all the accused have defaulted and cheated the Society and the complainant by giving false, concocted and wrongful information and assurances and thus they induced the complainant to enter into negotiations and also to advance them a heavy amount with their ulterior design to acquire wrongful gain to themselves and for wrongful loss to the Society and the complainant — both monetary and reputational. (See para 7 for details of some of the averments made in the complaint.) It is the case of the appellants that the FIR was filed as a counterblast to the criminal case and the civil suits filed by them against Respondent 2. The appellants therefore filed a petition for quashing the

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Page 3 Sunday, October 18, 2026
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complaint and the criminal proceedings initiated on the basis of the complaint. But the High Court declined to quash the same. Allowing the appeals, the Supreme Court

Held :

Section 415 IPC which defines cheating requires—

(*1*) deception of any person;

(*2*)(*a*) fraudulently or dishonestly inducing that person

(*i*) to deliver any property to any person, or

(*ii*) to consent that any person shall retain any property; or

(*b*) intentionally inducing that person to do or omit to do anything which he would not do or omit if he were not so deceived, and which act or omission causes or is likely to cause damage or harm to that person in body, mind, reputation or property. (Para 13)

In the definition there are set forth two separate classes of acts which the person deceived may be induced to do. In the first place he may be induced fraudulently or dishonestly to deliver any property to any person. The second class of acts set forth in the section is the doing or omitting to do anything which the person deceived would not do or omit to do if he were not so deceived. In the first class of cases the inducing must be fraudulent or dishonest. In the second class of acts, the inducing must be intentional but not fraudulent or dishonest. (Para 14)

In determining the question it has to be kept in mind that the distinction between mere breach of contract and the offence of cheating is a fine one. It depends upon the intention of the accused at the time of inducement which may be judged by his subsequent conduct but for this subsequent conduct is not the sole test. Mere breach of contract cannot give rise to criminal prosecution for cheating unless fraudulent or dishonest intention is shown right at the beginning of the transaction, that is the time when the offence is said to have been committed. Therefore it is the intention which is the gist of the offence. To hold a person guilty of cheating it is necessary to show that he had fraudulent or dishonest intention at the time of making the promise. From his mere failure to keep up promise subsequently such a culpable intention right at the beginning, that is, when he made the promise cannot be presumed. (Para 15)

Reading the averments in the complaint in their entirety and accepting the allegations to be true, the ingredients of intentional deception on the part of the accused right at the beginning of the negotiations for the transaction has neither been expressly stated nor indirectly suggested in the complaint. All that Respondent 2 has alleged against the appellants is that they did not disclose to him that one of their brothers had filed a partition suit which was pending. The requirement that the information was not disclosed by the appellants intentionally in order to make Respondent 2 part with the property is not alleged expressly or even impliedly in the complaint. Therefore the core postulate of dishonest intention in order to deceive the complainant-Respondent 2 is not made out even accepting all the averments in the complaint on their face value. Thus the ingredients of the offence of cheating punishable under Section 420 IPC and its allied offences under Sections 418 and 423 has not been made out. So far as the offences under Sections 469, 504 and 120-B are concerned even the basic allegations making out a case thereunder are not contained in the

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Page 4 Sunday, October 18, 2026
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complaint. In such a situation continuing the criminal proceeding against the accused will be, an abuse of the process of the court. (Para 16)

The High Court was not right in declining to quash the complaint and the proceeding initiated on the basis of the same. That being the position the case comes within the first category of cases enumerated in *State of Haryana* v. *Bhajan Lal* and as such warrants interference by this Court. (Para 16)

State of Haryana v. *Bhajan Lal*, 1992 Supp (1) SCC 335 : 1992 SCC (Cri) 426, *applied*

Rupan Deol Bajaj v. *Kanwar Pal Singh Gill*, (1995) 6 SCC 194 : 1995 SCC (Cri) 1059; *Rajesh Bajaj* v. *State NCT of Delhi*, (1999) 3 SCC 259 : 1999 SCC (Cri) 401; *State of Kerala* v. *O.C. Kuttan*, (1999) 2 SCC 651 : 1999 SCC (Cri) 304; *P.S. Rajya* v. *State of Bihar*, (1996) 9 SCC 1 : 1996 SCC (Cri) 897; *State of Orissa* v. *Bansidhar Singh*, (1996) 2 SCC 194 : 1996 SCC (Cri) 259, *relied on*

R-M/TZ/22427/CR

Suggested Case Finder Search Text (*inter alia*) :

high court quash* criminal

Search again and add:

(cheating or 402 or 415 or 420)

Advocates who appeared in this case :

U.R. Lalit, Senior Advocate (Ejaz Maqbool, Ms Aparna Jha and Braj Kishore Mishra, Advocates, with him) for the Appellant;

P.S. Misra, Senior Advocate (Ms Sunita Rani Singh and R.P. Singh, Advocates, with him) for Respondent 2.

H.L. Aggarwal, Senior Advocate (B.B. Singh, Advocate, with him) for Respondent 1.

Chronological list of cases cited ***on page(s)***

1. (1999) 3 SCC 259 : 1999 SCC (Cri) 401, *Rajesh Bajaj* v. *State NCT of Delhi* 176*a*
2. (1999) 2 SCC 651 : 1999 SCC (Cri) 304, *State of Kerala* v. *O.C. Kuttan* 176*a*
3. (1996) 9 SCC 1 : 1996 SCC (Cri) 897, *P.S. Rajya* v. *State of Bihar* 176*a*
4. (1996) 2 SCC 194 : 1996 SCC (Cri) 259, *State of Orissa* v. *Bansidhar Singh* 176*a*
5. (1995) 6 SCC 194 : 1995 SCC (Cri) 1059, *Rupan Deol Bajaj* v. *Kanwar Pal Singh Gill* 176*a*
6. 1992 Supp (1) SCC 335 : 1992 SCC (Cri) 426, *State of Haryana* v. *Bhajan Lal* 174*g-h*, 176*a-b*, 177*d-e*

The Judgment of the Court was delivered by

D.P. MOHAPATRA, J.— Leave granted.

2. The three appellants, Hridaya Ranjan Prasad Verma, Manoranjan Prasad Verma and Rajiv Ranjan Prasad Verma are sons of the late Shri Kashi Nath Prasad Verma. They have three other brothers who are not directly involved in the present proceedings. The late Kashi Nath Prasad Verma was the owner of Khasra No. 213, Plot No. 1172, in Village Srinagar, within Siwan Police Station. On his death his six sons succeeded to the property. Appellant 1 is a Neurosurgeon at Patna; Appellant 2 is the Manager of Pathar Jhora Tea Gardens in Jalpaiguri and Appellant 3 is a retired Marketing Manager of Jay Shree Tea and Industries Ltd., Delhi. Respondent 2, Manish Prasad Singh, an Advocate, is the Secretary of Kanishka Sahkari Grih Nirman Samiti Limited, Sewan (hereinafter referred to as "the Society") a cooperative society engaged in purchasing land from different persons and after developing and dividing it into small pieces selling the plots to different

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Page 5 Sunday, October 18, 2026
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customers. The appellants agreed to sell the land in Village Srinagar to Respondent 2 for a consideration of Rs 16,00,000. The respondent paid a sum of Rs 11,00,000 to the appellants by way of drafts drawn in their favour on 7-12-1992. The appellants executed a registered sale deed in respect of the land in favour of the Society. It is the case of the appellants that on the insistence of Respondent 2 two other brothers of the appellants signed the sale deed as witnesses. By way of a further safeguard the appellants executed a separate indemnity deed on the same day in which they undertook to indemnify any loss caused to the Society on account of any objection which may be raised by any co-sharer against transfer of the land in future. The appellants assert that they have delivered possession of the land to the Society on the same day. Another brother of the appellants Priya Ranjan Prasad Verma also executed a sale deed in favour of the Society alienating his portion of the land.

3. On registration of the sale deed Respondent 2 handed over three cheques to the appellants for the sum of Rs 5,50,000. When the appellants presented the said cheques in the bank the same were dishonoured on account of insufficiency of amount in the account of the drawer. Respondent 2 had issued a separate cheque in favour of Priya Ranjan Prasad Verma which was also dishonoured for the same reason.

4. Prior to the execution of the sale deed Akhil Ranjan Prasad Verma, brother of the appellants had filed a suit, Title Suit No. 118 of 1990 for partition alleging inter alia that though the properties left by their father had been partitioned amongst the brothers in 1971 no division by metes and bounds had taken place. On 5-12-1992 on the application filed under Order 39 of the Civil Procedure Code the learned Subordinate Judge, Siwan passed an interim order restraining the appellants from disturbing the status quo or transferring the land of Schedule I to the plaint but no injunction was passed in respect of the land described in Schedule IV of the plaint in which the property in dispute in the present proceeding is included. According to the appellants the plaintiff, Akhil Ranjan Prasad Verma did not press his prayer for injunction in respect of the Schedule IV properties. It is the further case of the appellants that between 9-12-1992 to 18-12-1992 Respondent 2 sold portions of the land sold by them to several other persons.

5. When the cheques issued by Respondent 2 in their favour bounced, the appellants made several requests to the said respondent for payment of the amount. On each such occasion the said respondent avoided to pay the amount promising to do so within a short time. Finally on 21-10-1995 the appellants through their advocate sent a notice to Respondent 2 reminding him that the cheques issued by him in favour of the appellants had bounced due to insufficiency of funds. Finding that Respondent 2 had no intention to pay the amount, the appellants lodged a first information report under Sections 406, 420 and 120-B IPC with Siwan Police Station on 11-11-1995 which was registered as Siwan Mafsil Case No. 191 of 1995. In the said FIR Respondent 2 and Avdesh Narayan Rai who was the Vice-President of the cooperative society were named as the accused. The police after investigating

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Page 6 Sunday, October 18, 2026
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into the allegations made in the FIR filed a charge-sheet against Respondent 2 and Avdesh Narayan Rai. The appellants also filed three suits for realisation of the amount due to them.

6. Shortly thereafter on 14-12-1995 Respondent 2 filed Complaint No. 1282 of 1995 in the Court of the Chief Judicial Magistrate, Siwan against the appellants alleging commission of offences under Section 418 (cheating with knowledge that wrongful loss may ensue to person whose interest offender is bound to protect), Section 420 (cheating and dishonestly inducing delivery of property), Section 423 (dishonest or fraudulent execution of deed of transfer containing false statement of consideration), Section 469 (forgery for purpose of harming reputation), Section 504 (intentional insult with intent to provoke breach of the peace) and Section 120-B IPC (criminal conspiracy). It is the case of the appellants that the FIR was filed as a counterblast to the criminal case and the civil suits filed by them against Respondent 2.

7. In the complaint Respondent 2 alleged inter alia that by conspiring together all the accused have defaulted and cheated the Society and the complainant by giving false, concocted and wrongful information and assurances saying to have a sada "kora" and thus they induced the complainant to enter into negotiations and also to advance them a heavy amount with their ulterior design to acquire wrongful gain to themselves and for wrongful loss to the Society and the complainant — both monetary and reputational. Some averments in the complaint relevant for the purpose of this proceeding are extracted hereunder:

> "That at the time of giving proposal to the complainant for buying the said land, Accused 1 asserted that the said land has fallen exclusively to the share and possession of three brothers (all accused) after the partition of the estate left by late Kashi Nath Prasad Verma among all his six sons and a 'kora' to this effect has also been prepared and signed by all the brothers. Accused 1 also said that the said kora was not available at that time and he would show as and when need be.
>
> That all accused hail from a very sound and respectable family and Accused 1 specially being a renowned doctor, appeared to be more trustworthy to the complainant. The complainant showing due respect to Accused 1 believed him and entered into negotiation with him for purchase of said land.
>
> That ultimately all the accused appeared at Siwan for executing the sale deeds in favour of the Society on a date fixed earlier by them. Just before the execution of the sale deed the complainant asked the accused to show the 'kora' prepared and signed by them (all the six brothers). The accused did not show the 'kora' and assured that all the brothers will join the deed. The accused will execute the sale deeds and rest three brothers will join the sale deeds as attesting witnesses.
>
> That the sale deeds in question were scribed at the direction and dictation of the accused in favour of the Society in respect of entire land but only two brothers out of rest three came to join the deeds as attesting witnesses and one of them i.e. sixth brother namely Praful Ranjan Prasad

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Page 7 Sunday, October 18, 2026
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Verma did not appear to do the same as assured by Accused 1 to the complainant.

That in order to avoid future complications the complainant proposed the accused either to retain 1/6th share of land for themselves and to execute sale deeds in respect of only five shares of land or to refund the money to the complainant given to them as advance consideration money. But the accused did not agree to the proposals of the complainant saying that they will execute an agreement to the effect that in case of any future trouble to the Society, the executant i.e. the accused will be liable to compensate the Society. Thus the complainant, seeing no alternative, agreed to the proposal of the accused to execute sale deeds in respect of entire lands and sale deeds were executed accordingly.

That in the meantime, some days after the execution of the said sale deed, the complainant came to know that Title Suit No. 118 of 1990 filed by Akhil Ranjan Prasad Verma, one of the six brothers of the accused as plaintiff against Priya Ranjan Prasad Verma and five others as defendants was sub judiced in the Court of Sub-Judge III, Siwan, long before the starting of the negotiation for the sale and purchase of said land. Besides, another suit bearing No. 68 of 1983, *Nagendra Nath Sinha* — plaintiffs v. *Singhashani Devi* — defendants has also been pending in the Court of Munsif I, Siwan from long before the starting of the negotiation of sale and purchase of the said land. The accused had concealed these facts from the complainant at the time of negotiation and execution of the aforesaid sale deeds.

That from the facts detailed above, it is quite clear that accused have deliberately and intentionally defrauded and cheated the Society and the complainant by suppressing some facts and giving false and concocted information and assurances to the complainant so as to make him believe that the deal is a fair one and free of troubles. The accused did so with an intention to acquire wrongful gain for themselves and to cause wrongful loss to the Society and the complainant. The accused have always kept the complainant in wrong box and thus they have induced the complainant to enter into negotiation and advance consideration money to them.

That by suppressing facts relating to two pending cases from before and filing criminal case against the complainant and civil cases against the Society the accused have lowered down the prestige and reputation of the Society and the complainant in the eyes of the members, customers and the public at large, although the complainant has committed no fault since the amount due to the accused has already been entered into the cash-book of the Society and it has come in the audit report done for the year 1994-95."

8. In the case of *State of Haryana* v. *Bhajan Lal*[1] this Court in the backdrop of interpretation of various relevant provisions of the Code of

1 1992 Supp (1) SCC 335 : 1992 SCC (Cri) 426

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Page 8 Sunday, October 18, 2026
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Criminal Procedure under Chapter XIV and of the principles of law enunciated by this Court in a series of decisions relating to the exercise of the extraordinary power under Article 226 or the inherent powers under Section 482 CrPC gave the following categories of cases by way of illustration wherein such power could be exercised either to prevent abuse of the process of the court or otherwise to secure the ends of justice, making it clear that 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 to myriad kinds of cases wherein such power should be exercised: (SCC pp. 378-79, para 102)

> "102. (*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 FIR 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 FIR 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."

9. In the decision this Court added a note of caution to the effect that the power of quashing a criminal proceeding should be exercised "very sparingly and with circumspection and that too in the rarest of rare cases".

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Page 9 Sunday, October 18, 2026
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10. The principles laid down in this decision have been followed in several decisions of this Court like *Rupan Deol Bajaj* v. *Kanwar Pal Singh Gill*[2], *Rajesh Bajaj* v. *State NCT of Delhi*[3], *State of Kerala* v. *O.C. Kuttan*[4], *P.S. Rajya* v. *State of Bihar*[5], *State of Orissa* v. *Bansidhar Singh*[6].

11. The question is whether the case of the appellants comes under any of the categories enumerated in *State of Haryana* v. *Bhajan Lal*[1]. Is it a case where the allegations made in the first information report or the complaint, even if they are taken at their face value and accepted in entirety do not make out a case against the accused? For determination of the question it becomes relevant to note the nature of the offences alleged against the appellants, the ingredients of the offences and the averments made in the complaint.

12. On a reading of the complaint, portions of which have been extracted earlier, it is clear that the main offence alleged to have been committed by the appellants is "cheating" punishable under Section 420 IPC.

13. Cheating is defined in Section 415 of the Code as:

> "415. Whoever, by deceiving any person, fraudulently or dishonestly induces the person so deceived to deliver any property to any person, or to consent that any person shall retain any property, or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit if he were not so deceived, and which act or omission causes or is likely to cause damage or harm to that person in body, mind, reputation or property, is said to 'cheat'.
>
> *Explanation.*—A dishonest concealment of facts is a deception within the meaning of this section."

The section requires—

(*1*) deception of any person;

(*2*)(*a*) fraudulently or dishonestly inducing that person

(*i*) to deliver any property to any person, or

(*ii*) to consent that any person shall retain any property; or

(*b*) intentionally inducing that person to do or omit to do anything which he would not do or omit if he were not so deceived, and which act or omission causes or is likely to cause damage or harm to that person in body, mind, reputation or property.

14. On a reading of the section it is manifest that in the definition there are set forth two separate classes of acts which the person deceived may be induced to do. In the first place he may be induced fraudulently or dishonestly to deliver any property to any person. The second class of acts set forth in the section is the doing or omitting to do anything which the person deceived would not do or omit to do if he were not so deceived. In the first class of cases the inducing must be fraudulent or dishonest. In the

2 (1995) 6 SCC 194 : 1995 SCC (Cri) 1059
3 (1999) 3 SCC 259 : 1999 SCC (Cri) 401
4 (1999) 2 SCC 651 : 1999 SCC (Cri) 304
5 (1996) 9 SCC 1 : 1996 SCC (Cri) 897
6 (1996) 2 SCC 194 : 1996 SCC (Cri) 259

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Page 10 Sunday, October 18, 2026
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second class of acts, the inducing must be intentional but not fraudulent or dishonest.

15. In determining the question it has to be kept in mind that the distinction between mere breach of contract and the offence of cheating is a fine one. It depends upon the intention of the accused at the time of inducement which may be judged by his subsequent conduct but for this subsequent conduct is not the sole test. Mere breach of contract cannot give rise to criminal prosecution for cheating unless fraudulent or dishonest intention is shown right at the beginning of the transaction, that is the time when the offence is said to have been committed. Therefore it is the intention which is the gist of the offence. To hold a person guilty of cheating it is necessary to show that he had fraudulent or dishonest intention at the time of making the promise. From his mere failure to keep up promise subsequently such a culpable intention right at the beginning, that is, when he made the promise cannot be presumed.

16. Judged on the touchstone of the principles noted above, the present case, in our considered view warrants interference inasmuch as the ingredients of the offence of cheating punishable under Section 420 IPC and its allied offences under Sections 418 and 423 has not been made out. So far as the offences under Sections 469, 504 and 120-B are concerned even the basic allegations making out a case thereunder are not contained in the complaint. That being the position the case comes within the first category of cases enumerated in *State of Haryana* v. *Bhajan Lal*[1] and as such warrants interference by the Court. Reading the averments in the complaint in entirety and accepting the allegations to be true, the ingredients of intentional deception on the part of the accused right at the beginning of the negotiations for the transaction has neither been expressly stated nor indirectly suggested in the complaint. All that Respondent 2 has alleged against the appellants is that they did not disclose to him that one of their brothers had filed a partition suit which was pending. The requirement that the information was not disclosed by the appellants intentionally in order to make Respondent 2 part with the property is not alleged expressly or even impliedly in the complaint. Therefore the core postulate of dishonest intention in order to deceive the complainant-Respondent 2 is not made out even accepting all the averments in the complaint on their face value. In such a situation continuing the criminal proceeding against the accused will be, in our considered view, an abuse of the process of the court. The High Court was not right in declining to quash the complaint and the proceeding initiated on the basis of the same.

17. Accordingly the appeals are allowed. The judgment/order dated 13-4-1999 of the Patna High Court in Criminal Miscellaneous Nos. 22880 and 24068 of 1998 is set aside and the proceeding in Criminal Case No. 22 of 1996 pending in the Court of the Chief Judicial Magistrate, Siwan is quashed.