

IN THE SUPREME COURT OF INDIA  
CRIMINAL APPELLATE JURISDICTION

CRIMINAL APPEAL NO.208 OF 2026  
(Arising out of SLP(Crl.) No. 15902 OF 2025)

YOGESH KUMAR GOEL & ANR. Appellant(s)

VERSUS

STATE OF UTTAR PRADESH & ANR. Respondent(s)

**O R D E R**

1. Leave granted.
2. The complainant has impugned the order dated 28.07.2025 passed by the High Court of Judicature at Allahabad in Criminal Revision No. 3431 of 2023, vide which the complaint filed by the appellants has been quashed.
3. The brief facts of the case are that the appellant No.1, who is father-in-law of respondent No.2-Priya, owner of the property, had entered into an agreement to sell the same with respondent No.2 on 08.07.2016. The total deal was finalized for a consideration of ₹38,50,000/-, out of which ₹5,00,000/- was given as earnest money. The sale deed was to be executed on 31.08.2016. At the same time, the possession of the property was handed over by the vendor to

the vendee. A registered rent deed was also executed for a period of two months on a monthly rent of ₹10,000/-.

3.1 It is alleged by the appellants that the sale deed was not got registered by the vendee as per the terms agreed upon. Possession of two floors was handed over by the vendor to the vendee at the time of execution of the agreement to sell. However, the possession of additional floor was also taken without the consent of the vendor. Since the last date for execution of sale deed had expired, it is alleged that the vendee forged an extension of the agreement, mentioning the same as 'Toshi Miyad'. In the extension, it is mentioned that ₹5,00,000/- has already been paid as earnest money and that the balance of ₹33,50,000/- was to be paid at the time of execution of sale deed. Out of which, ₹33,00,000/- was paid by the vendee to the vendor on 09.07.2016. The last date for registration was extended upto 06.01.2017. The aforesaid extension is dated 30.12.2016.

3.2 It is further alleged that on the basis of the aforesaid forged extension of time, showing payment of additional consideration money, the vendee even got the power connection released. Besides this, even a forged affidavit of

the vendor was produced before the power department for getting electric connection released.

3.3 The argument is that the aforesaid dispute did not remain merely civil in nature. As there are specific allegation of forging of documents against the respondent No.2, the High Court has committed error in quashing the FIR and further proceedings.

4. On the other hand, learned counsel for respondent No.2 submitted that any dispute arising out of an agreement to sell is necessarily civil in nature.

4.1 The owner filed an eviction suit against respondent No.2. The proceedings therein were stayed by the High Court vide order dated 18.10.2024 in S.C.C. Revision No. 126 of 2024.

4.2 The High Court has rightly observed that for making out an offence of cheating under Section 420 of Indian Penal Code, 1860, there must be dishonest intention right from the very inception. The aforesaid ingredient is missing in the present case.

4.3 The documents were executed by the owner, who is now seeking to deny the same.

4.4 The High Court has rightly exercised its power, as it

was an exercise of judicial restraint in permitting the trial to continue.

5. Heard the learned counsel for the parties and perused the relevant records.

6. The brief facts on the basis of which the appellant No.1 had filed complaint against respondent No.2 are that an agreement to sell was executed between appellant No.2-Priya (as vender) and respondent No.2-Uma and one Aruna (as vendees) on 08.07.2016. The last date for registration of the sale deed was fixed as 31.08.2016. Earnest money of ₹5,00,000/- was paid out of total sale consideration of ₹38,50,000/-. On the same day, possession of the premises was handed over to the respondent No.2 and for a period of two months, a Rent Agreement was executed. Monthly rent of ₹10,000/- was fixed. It is alleged by the appellant No.1/complainant that the respondent No.2 failed to get the sale executed upto the last date fixed in the agreement.

7. It is alleged that respondent No.2 forged the signature of the vendor and extended the last date for registration of the sale deed to 06.01.2017. It is further alleged that in the said forged extension, an additional payment of ₹33,00,000/- out of the balance amount of ₹33,50,000/- was also said to

be acknowledged.

8. Aforesaid extension is dated 30.12.2016 though an amount of ₹33,00,000/- was shown to have been paid on 09.07.2016. That means just a day after the agreement to sell was executed.

9. If the aforesaid amount was paid on 09.07.2016, that would make a total of ₹38,00,000/- out of the total sale consideration of ₹38,50,000/-. The sale deed itself could have been registered.

10. A further allegation is that respondent No.2 forged an affidavit in the form of a 'No Objection Certificate' for release of power connection in respect of the building in dispute, allegedly signed by the vendor.

11. It is further alleged that an additional floor was also occupied. Though this fact was disputed by respondent No.2, who claims that the possession of the entire building had been handed over to her.

12. Keeping in view of the aforesaid allegations in the complaint, in our view, the High Court has exceeded its jurisdiction in quashing the complaint and summoning order at the initial stage, as the allegations were required to be examined during trial.

13. Accordingly, the appeal is allowed. The impugned judgment passed by the High Court is set aside.

14. Pending application(s), if any, shall also stand disposed of.

.....J  
(RAJESH BINDAL)

.....J  
(VIJAY BISHNOI)

New Delhi  
January 12, 2026

**S U P R E M E C O U R T O F I N D I A**  
**RECORD OF PROCEEDINGS**

**Petition(s) for Special Leave to Appeal (Crl.) No(s). 15902/2025**

[Arising out of impugned final judgment and order dated 28-07-2025 in CRLR No. 3431/2023 passed by the High Court of Judicature at Allahabad]

**YOGESH KUMAR GOEL & ANR.**

**Petitioner(s)**

**VERSUS**

**STATE OF UTTAR PRADESH & ANR.**

**Respondent(s)**

**Date : 12-01-2026 This petition was called on for hearing today.**

**CORAM :**

**HON'BLE MR. JUSTICE RAJESH BINDAL  
HON'BLE MR. JUSTICE VIJAY BISHNOI**

**For Petitioner(s) :**

**Mr. Sanjay Jain, AOR  
Mr. Amber Jain, Adv.  
Mr. Ruchika Bhan, Adv.**

**For Respondent(s) :**

**Dr. Vijendra Singh, AOR  
Ms. Ashwina Lakra, Adv.**

**Mr. Abdul Rasheed Qureshi, Adv.  
Mr. Dharmendra Kumar Sinha, AOR**

**UPON hearing the counsel the Court made the following  
O R D E R**

**Leave granted.**

**The appeal is allowed in terms of the signed order.**

**Pending application(s), if any, shall also stand disposed of.**

**(DEEPAK SINGH)  
ASTT. REGISTRAR-cum-PS  
[Signed order is placed on the file]**

**(AKSHAY KUMAR BHORIA)  
COURT MASTER (NSH)**