

**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

CRM A-1886-MA of 2015

Date of Decision: December 22, 2015

Bhagwan Dass		Applicant
	Versus	
Ran Singh and others		 Respondents

**CORAM : HON'BLE MR. JUSTICE T.P.S.MANN
HON'BLE MR. JUSTICE GURMIT RAM**

Present : Mr. R.P.Singh Ahluwalia, Advocate
for the applicant.

T.P.S.MANN, J.

Respondents No. 1 to 5 were tried for committing offences punishable under Sections 420/467/468/471 IPC read with Section 120-B IPC. Vide judgment and order dated 14/15.1.2005, learned Judicial Magistrate 1st Class, Mahendergarh, held the said respondents guilty and, accordingly, convicted them under Section 420 IPC read with Section 34 IPC and sentenced them to undergo rigorous imprisonment for two years and to pay a fine of Rs.1,000/- each and in default of payment of fine, to further undergo simple imprisonment for fifteen days. They were further convicted under Section 467 IPC read with Section 34 IPC and sentenced to undergo rigorous imprisonment for three years and to pay a fine of Rs.1,500/- each and in default of payment of fine, to further undergo simple imprisonment for one month. They were further convicted under Section 468 IPC read with Section 34 IPC and sentenced to

undergo rigorous imprisonment for one year and to pay a fine of Rs.1,000/- each and in default of payment of fine, to further undergo simple imprisonment for fifteen days. They were also convicted under Section 471 IPC read with Section 34 IPC and sentenced to undergo rigorous imprisonment for one year and to pay a fine of Rs.1,000/- each and in default of payment of fine, to further undergo simple imprisonment for fifteen days. All the sentences were ordered to run concurrently.

Aggrieved of their conviction and sentences, respondents No. 1 to 5 filed an appeal. Vide judgment dated 17.10.2008, learned Additional Sessions Judge, Narnaul, after holding that the prosecution had failed to prove that the accused had hatched conspiracy, forged agreement to sell dated 1.1.1993 and used the same as genuine, reversed the findings of the trial Court and, accordingly, the appeal was accepted and respondents No. 1 to 5 were acquitted of the charges framed against them.

The case of the prosecution in brief is that the complainant was resident of village Gudha and having agricultural land. On 1.1.1993, he sold some land to Kartar Singh, Shamsher Singh, Mahender Singh and Balwan vide registered sale deed. After registration of the sale deed, Kartar Singh and others told him that in order to get the mutation sanctioned his presence

would be required and in order to avoid travelling, he should give power of attorney to them. Two stamp papers were purchased from respondent No.5-Chand Ram, Stamp Vendor and, accordingly, power of attorney was executed in favour of respondent No.1-Ran Singh. On 27.4.1993, when he approached his counsel at Civil Courts, Mahendergarh, respondent No.1-Ran Singh along with the Process-Server approached him for getting summons served. From the summons, he came to know that the accused had got an agreement to sell prepared on the stamp papers showing total consideration of Rs.80,000/- and Rs.40,000/- as earnest money. The agreement had been executed regarding 244/3756 share of the complainant and other owners in Khewat No. 72 Khatoni Nos. 103 to 105 in the land measuring 187 Kanals 16 Marlas as per the Jamabandi for the year 1989-90. According to the complainant, he had never agreed to sell this land nor had received the earnest money. The stamp papers was shown to have been purchased by Bhagwan Dass whereas under the Stamp Act, the stamp papers were to be purchased in the name of the original owner. Further, the power of attorney was reduced into writing on one page whereas agreement to sell was reduced into writing on 2/3 pages, but the accused in order to commit fraud with him got agreement to sell prepared. In the agreement to sell, the sentences were not made

after giving uniform space but at some points it was narrow whereas at others space between two lines was wide. It was also averred that as there was previous litigation between complainant and Ran Singh regarding land, there was no question of the complainant entering into agreement to sell with him.

Having heard learned counsel for the complainant and on going through the impugned judgment of acquittal passed by the lower appellate Court, this Court finds that the complainant has admitted his signatures on agreement to sell in question. Once, the signatures are admitted, burden shifted upon the complainant that the agreement to sell was not genuine but it was forged. The complainant while appearing as PW4 made only half hearted attempt to claim that the agreement to sell was forged. On the other hand, the accused brought on record evidence that on 1.1.1993, the complainant, on receipt of Rs.80,000/- as earnest money, agreed to sell the land to Ran Singh and others for a total sale consideration of Rs.1,20,000/- and, accordingly, executed the agreement to sell in question. Furthermore, the complainant has remained unsuccessful in the civil proceedings as the first appeal filed by accused-Ran Singh stands allowed by learned Additional District Judge, Narnaul, while holding that the agreement to sell was not a forged document. Merely because, the second appeal is pending is no ground to hold that the

agreement to sell in question is a forged or fabricated document.

In view of the above, this Court is of the considered view that there is no merit in the present application filed by the complainant for grant of special leave to appeal against the acquittal of the accused/respondents No. 1 to 5. The application is, accordingly, dismissed. Special leave to appeal is declined.

**(T.P.S. MANN)
JUDGE**

December 22, 2015
amit rana

**(GURMIT RAM)
JUDGE**