

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CRM No.18496 of 2014 in/and
CRM No.A-945-MA of 2014 (O&M)
Date of decision: 15.10.2015

Rattan Kaur

..... Appellant.

Versus

State of Haryana and others

..... Respondents.

CORAM: HON'BLE MR. JUSTICE S.S. SARON
HON'BLE MR. JUSTICE AMOL RATTAN SINGH

Present: Mr. Mohit Garg, Advocate, for
Mr. Sunil Saharan, Advocate for the applicant.

S.S. Saron, J.

The applicant Rattan Kaur has filed the present application under Section 378 (4) of the Code of Criminal Procedure, 1973 ('Cr.P.C.' - for short) seeking leave to appeal against the acquittal of respondents No.2 to 4 by the learned Additional Chief Judicial Magistrate, Hisar, vide his judgment and order dated 03.08.2013. Along with the application seeking leave to appeal, CRM No.18496 of 2014 has been filed seeking condonation of 234 days' delay in filing the application for leave to appeal.

It is submitted in the application seeking condonation of delay that the applicant, after passing of the impugned judgment dated 03.08.2013, approached the learned Sessions Judge by filing an appeal within the period of limitation i.e. on 30.08.2013. However, the said appeal was dismissed as withdrawn from the Court of learned Additional Sessions Judge, Hisar vide order dated 10.03.2014. Copy of the order dated 10.03.2014 has been attached as Annexure A1. After receiving certified copy of the order dated 10.03.2014, the applicant contacted

the learned counsel, who has now filed the appeal. The Registry of this Court raised objections including an objection regarding delay and returned the paper-book on 23.05.2014. The learned counsel after checking and complied with the objections. In this process, a delay of 234 days occurred in filing the application for grant of leave to appeal, which, it is stated, is neither intentional nor deliberate.

We have heard learned counsel for the applicant at considerable length on the question of delay and also on the merits of the case. Besides, the record of the learned trial Court, which was requisitioned, has been perused.

The applicant Rattan Kaur filed a complaint in the Court of learned Chief Judicial Magistrate, Hisar against Kannwal Singh, Anwar Gautam and Ashok Kumar Sharma, Deed-Writer (respondents No.2 to 4) alleging commission of offences punishable under Sections 420, 406, 467, 468, 471 and 120-B of the Indian Penal Code ('IPC' - for short).

The complainant stated that she was daughter of late Ranjit Singh resident of Village Dabra, Tehsil and District Hisar. She was real sister of Kannwal Singh (respondent No.2). Their father Ranjit Singh was owner of agricultural land measuring 450 kanal 17 marlas comprised in Khewat No.16, Khatauni No.40 in village Dabra as per Jamabandi for the year 1966-67. He during his life time, transferred 1/3rd share of the said land in favour of the complainant in pursuance of a civil court decree dated 28.10.1971 (Ex.C1) passed in Civil Suit No.339 of 1971 titled 'Rattan Kaur v. Ranjit Singh'. Kannwal Singh (respondent No.2) thereafter in good faith obtained from the complainant-applicant a General Power of Attorney (GPA) dated 09.03.1987. The father of the complainant and respondent No.2 died on 19.08.1987.

The complainant on the demise of her father being a legal heir succeeded to about 21 kanals of agricultural land owned by him being her share. In this manner, the complainant became owner in possession of land measuring 171 kanals and 15 marlas. The complainant on 26.02.1997 cancelled the General Power of Attorney dated 09.03.1987, which had been obtained by Kannwal Singh (respondent No.2). She then filed an application before the Revenue Officer/Tehsildar, Hisar in May, 1997 for partition of the land. The respondents in the partition application including Kannwal Singh (respondent No.2) evaded from appearing in the proceedings for a long time. After proclamation, they appeared through their counsel in November, 1997.

Kannwal Singh (respondent No.2), it is alleged, in order to frustrate and defeat the rights of the complainant and to grab her land, through his sister Yashoda Devi, who is also the sister of the complainant, got filed Civil Suit No.270-C of 1997 titled 'Smt. Yashoda etc. v. Rattan Kaur etc.' assailing the civil court decree dated 28.10.1971 (Ex.C1). Kannwal Singh (respondent No.2) was a *pro forma* respondent in the said suit. He appeared before the Court through his counsel once. A memo of appearance on his behalf was filed. However, later he was proceeded against *ex parte*. In any case, he simultaneously filed an application before the Tehsildar, Hisar for adjourning the partition proceedings *sine die* stating that a question of title was to be decided in the aforesaid civil suit. The Tehsildar, Hisar, it was alleged, due to political pressure allowed the application on 13.05.1998 and adjourned the partition proceeding *sine die*. The complainant had informed Kannwal Singh (respondent No.2) about the cancellation of the General Power of Attorney, but this did not suit him and he became dishonest.

Kannwal Singh (respondent No.2), it is alleged, in a deep rooted conspiracy to play a fraud prepared a false agreement dated 07.10.1996 (Ex.C8) to sell the entire land measuring 171 kanals 15 marlas of the complainant in favour of Anwar Gautam (respondent No.3) in collusion with Ashok Kumar, Deed-Writer (respondent No.4). Kannwal Singh (respondent No.2) in fact had not disclosed about the so-called agreement dated 07.10.1996 before the Tehsildar, Hisar in the application moved by him along with other respondents on 24.12.1997. Besides, he also did not disclose about the said agreement when the complainant had cancelled her General Power of Attorney on 26.02.1997. He also did not disclose the agreement in the civil suit titled 'Smt. Yashoda v. Rattan Kaur,' Civil Suit No.270-C of 1997.

The complainant was surprised to receive a notice dated 27.07.1998 through Kannwal Singh (respondent No.2) asking her to make available and arrange for execution and registration of sale deed as per the so called agreement dated 07.10.1996. In fact according to the complainant there was no agreement to sell at the time of cancellation of the General Power of Attorney, as well as when the partition application was filed in May, 1997 and at the time of filing civil suit dated 19.12.1997 titled 'Yashoda Devi v. Rattan Kaur', Civil Suit No.270-C of 1997.

The complainant in detail replied to the legal notice dated 27.07.1998 explaining all the facts and the fraud committed by respondents No.2 to 4 with the purpose of grabbing her land. A copy of the reply was also sent to Kannwal Singh (respondent No.2) so as to apprise him of his fraudulent act and evil designs. Kannwal Singh (respondent No.2) had been mainly instrumental in preparing the false and fabricated ante dated agreement dated 07.10.1996.

Kannwal Singh (respondent No.2), it was alleged, then got filed Civil Suit No.813-C of 1999 on 01.10.1999 through Anwar Gautam (respondent No.3) seeking possession by way of specific performance on the basis of ante dated false agreement dated 07.10.1996. This according to the complainant was again to defeat her valuable rights. The civil suit titled 'Smt. Yashoda Devi v. Rattan Kaur', Civil Suit No.270-C of 1997 was dismissed on 28.09.2002. Besides, the civil suit filed by Anwar Gautam (respondent No.3) Civil Suit No.813-C of 1999 was also dismissed on 11.11.2004. It is stated that the learned Additional Civil Judge (Senior Division), Hisar while deciding Civil Suit No.813-C of 1999 seeking possession by way of specific performance on the basis of so called agreement to sell dated 07.10.1996 held that Kannwal Singh (respondent No.2) had committed a fraud and prepared an ante dated agreement dated 07.10.1996.

The appeal filed against both the judgments and decrees dated 28.09.2002 and 11.11.2004 were pending before the learned District Judge, Hisar. It is submitted that Kannwal Singh (respondent No.2) had been Minister of Panchayats and Development, Haryana in the ruling Government of Haryana Vikas Party from 14.01.1997 to 23.01.1999 headed by Chief Minister Shri Bansi Lal. Therefore, he in colourable exercise of power in a wrong manner and in collusion with Anwar Gautam (respondent No.3) and Ashok Kumar Sharma, Deed Writer (respondent No.4) prepared a false ante dated agreement to sell dated 07.10.1996. It was stated that had there been any truth in the agreement, then this would have certainly been mentioned in the civil suit got filed through Smt. Yashoda etc., the real sister of the complainant, as also mentioned in the application dated 24.12.1997 filed by Kannwal Singh (respondent No.2) before the Tehsildar, Hisar.

According to the complainant, it stood fully established that Kannwal Singh (respondent No.2) had prepared a false and ante dated agreement to sell after the General Power of Attorney had been cancelled by her on 25.02.1997 and an application for partition of land had been filed before the Tehsildar, Hisar on 19.05.1997. Ashok Kumar Sharma, Deed Writer (respondent No.4), it was alleged, obliged and accommodated Kannwal Singh and Anwar Gautam (respondents No.2 and 3) and made false entries in the deed writer's register showing the ante dated agreement of 07.10.1996. The entries in the deed writer's register were clear and the said entries reflected that these had been incorporated in a fraudulent manner in a very narrow space by tampering with the record.

The complainant made a complaint against the fraudulent act of Kannwal Singh (respondent No.2) and FIR No.6 of 2001 was registered under Sections 420, 467, 468, 471 and 120-B IPC by the Vigilance Department, Hisar. However, due to political pressure, the matter was not taken up properly up to four years and ultimately, Kannwal Singh (respondent No.2) succeeded in getting the FIR cancelled on 03.06.2005. The complainant being dissatisfied with the police report submitted a protest petition.

The accused Kannwal Singh, Anwar Gautam and Ashok Kumar Sharma (respondents No.2 to 4) had knowingly and intentionally committed fraud with the complainant to grab her property. Besides, they prepared false and fabricated ante dated agreement dated 07.10.1996 and put her in unnecessary harassment and trouble. By doing so, they committed offences under Sections 420, 406, 467, 468, 471 and 120-B IPC. Accordingly, it was prayed that they be summoned, tried and punished in accordance with law.

It may be noticed that in case FIR No.6 of 2001 registered by the Vigilance Department, Hisar under Sections 420, 467, 468, 471 and 120-B IPC, a cancellation report was filed by the prosecution in the Court of the learned Chief Judicial Magistrate, Hisar on 15.06.2005. Notice was issued to the complainant in the said cancellation report that was filed. The complainant appeared before the learned Chief Judicial Magistrate, Hisar on 08.08.2006 and through her advocate submitted that she was dissatisfied with the police investigation and wanted to proceed further. She was permitted to pursue the matter further. A protest petition was filed by her and the un-traced report was ordered by the learned Chief Judicial Magistrate to be registered as a regular complaint case by registering the protest petition. The case was adjourned for preliminary evidence to 12.08.2006. The complainant on the said date examined herself, besides, tendered documents including the certified photostat copy of the agreement dated 07.10.1996 as Ex.C8 in her evidence and closed her preliminary evidence.

The complainant, in her preliminary evidence, stated on the lines of the allegations made in the complaint that her father had through a decree given her 1/3rd share in his land in the year 1971. The copy of which was Ex.C1. She had in the year 1987 given a power of attorney to her brother in good faith. After some months, her father died and on his demise she inherited 3 acres of land. Her land came to about 21 acres. The copy of the power of attorney which she had given to her brother in good faith was Ex.C2. Later, in the year 1997 she cancelled her power of attorney. The copy of the cancellation was Ex.C3. She gave proper information in this regard to her brother. Then she filed an application before the Tehsildar for partition of the land.

The copy of which was Ex.C4. A mention was made about her brother

Kannwal Singh (respondent No.2) being a minister in the Haryana Government. Due to which the Tehsildar, it was stated, did not proceed with the partition proceedings and adjourned the case *sine die*. The copy of which was Ex.C6. Thereafter they got a proclamation effected. Then her brother Kannwal Singh (respondent No.2) in collusion with her sister filed a civil suit alleging that the decree passed in 1971 (Ex.C1) was wrong. The certified copy of the civil suit was Ex.C7. The complainant then in 1998 came to know that her brother Kannwal Singh (respondent No.2) had entered into an agreement to sell in favour of Anwar Gautam (respondent No.3). The copy of the agreement was Ex.C8. Anwar Gautam (respondent No.3) had filed a civil suit for specific performance of the agreement to sell. When she came to know about the civil suits, she through her counsel filed written statements in both the suits. The copies of which were Ex.C9 and Ex.C10. Both the suits were decided in her favour. Her brother Kannwal Singh (respondent No.2) being in the Haryana Government had got prepared a false agreement. The civil suit regarding which was decided in her favour. The certified copy of which was Ex.C11. In this conspiracy, Ashok Sharma, Deed Writer (respondent No.4) was also involved in preparing the false agreement. The copy of which was Ex.C12 and copy of the Jamabandi for the year 1966-67 was Ex.C13. She in her preliminary evidence produced on record documents Ex.C1 to Ex.C27.

The learned Chief Judicial Magistrate, Hisar closed the preliminary evidence of the complainant and fixed the case for consideration for summoning. The accused (respondents No.2 to 4) were summoned vide order dated 13.11.2006, for the commission of offences punishable under Sections 420, 467, 468, 471 and 120-B IPC.

On their appearance, the case was fixed for pre-charge evidence.

The complainant in her pre-charge evidence examined herself as PW1. She reiterated the allegations as made in her complaint. In cross examination she stated that she had not got the name of Ashok Kumar written in her statement Ex.DA. After going through the documents on record, she had got his name written in the present complaint. Rajender Kumar (PW2), Clerk of the office of Sub Registrar, Hisar brought the General Power of Attorney dated 09.03.1987, copy of which was Ex.PW2/A. The cancellation of the General Power of Attorney dated 26.02.1997 was Ex.PW2/B. Other documents were tendered in evidence. The arguments on charge were heard on 01.09.2011.

The learned Chief Judicial Magistrate, Hisar *inter alia* observed that at the time of framing of charge, the Court need not conduct microscopic examination. Besides, from the contents of the complaint, the pre-charge evidence and several documents placed on record by the complainant, it was *prima facie* found that there were sufficient grounds to charge-sheet the accused for the offences allegedly committed under Sections 420, 467, 468, 471 and 120-B IPC.

It was alleged in the charged framed on 01.09.2011 that all the accused in conspiracy with each other dishonestly induced the complainant Rattan Kaur by succeeded in (sic. - successfully) preparing fabricated ante-dated agreement dated 07.10.1996 in order to cause wrongful loss to the complainant despite the cancellation of General Power of Attorney and under the garb of the said agreement, grab the property of the complainant and thereby they all committed an offence punishable under Section 420 read with Section 120-B IPC. Secondly, on the same date, time and place, all the accused in conspiracy with each other forged and fabricated ante-dated agreement dated 07.10.1996 purporting to be valuable security in order to cause

wrongful (loss) to the complainant Rattan Kaur and thereby committed an offence punishable under Section 467 read with Section 120-B IPC. Thirdly, on the same date, time and place, all the accused in conspiracy with each other forged and fabricated ante-dated agreement dated 07.10.1996 intending that it shall be used for the purpose of cheating and thereby committed an offence punishable under Section 468 read with Section 120-B IPC. Fourthly, on the same date, time and place, all the accused in conspiracy with each other fraudulently used forged and fabricated ante-dated agreement dated 07.10.1996 as genuine and thereby committed an offence punishable under Section 471 read with Section 120-B IPC. All the said offences were within the cognizance of the Court and it was directed that they be tried by the said Court for the said offences. The accused (respondents No.2 to 4) were served with the charge-sheet and they heard the contents of the charges. They pleaded not guilty to the same and claimed trial. The case was adjourned to 22.09.2011 for after charge evidence of the complainant.

The accused (respondents No.2 to 4) made a statement that they wanted to cross-examine the complainant Rattan Kaur in the after charge evidence. Learned counsel for the complainant also made a statement that for after charge evidence he wanted to examine S/Shri P.K. Sandhir, T.C. Goel and S.K. Saini, Advocates. All these PWs were accordingly summoned for the date fixed. Rattan Kaur (PW) was cross-examined completely. Learned counsel for the accused then raised an objection that S/Shri T.C. Goel, S.K. Saini and he himself (P.K. Sandhir) could not be examined as their names were not cited in the list of witnesses nor any application under Section 311 Cr.P.C. had been filed or allowed. Learned counsel for the complainant made a request that he wanted to file an application under Section 311 Cr.P.C. The case was

accordingly adjourned to 30.09.2011 on which date an application under Section 311 Cr.P.C. was filed. Reply to the same was filed on 04.10.2011. Arguments on the application under Section 311 Cr.P.C. were heard and the application was allowed on 17.12.2011. Accordingly the complainant was directed to bring the witnesses namely Shri Azad Singh, Clerk of Shri P.K. Sandhir, Advocate, Shri T.C. Goyal, Advocate, AVRK, DC. Office, Hisar and Shri S.K. Saini at her own responsibility.

In the after charge evidence, four PWs were examined; besides, learned counsel for the complainant made a statement that the documents produced in pre-charge evidence on 12.12.2002 may be read in after charge evidence also. The after charge evidence was closed.

In the after charge evidence, the complainant examined Roop Chand, Clerk AVRK, DC Office, Hisar without oath. He stated that he had brought the summoned files titled 'Yashoda etc. v. Rattan Kaur etc.' and 'Anwar Gautam v. Rattana Kaur etc.' which he submitted. Shri S.K. Saini, Advocate District Court, Hisar was examined. He stated that he had seen the certified copy as per the original record of the partition application dated 19.05.1997. It was prepared and signed by him. It was Ex.PW3/A which was objected to on the ground of proof of admissibility. Shri S.K. Saini stated that he had seen the memo of appearance Ex.PW3/B; power of attorney Ex.PW3/C; miscellaneous application dated 24.07.2001 Ex.PW3/D; order Ex.PC; order of appeal Ex.PD and out of them Ex.PW3/B to Ex.PW3/D were filed through Shri Kulbir Mor, Advocate. He recognized his signatures as he had seen him reading and writing. All the documents were objected to on the ground of mode of proof. He was cross-examined by learned counsel for the accused. He stated that Shri Mor, Advocate had not put his (Sh. S.K.

Saini's) signatures on Ex.PW3/B. Then he himself stated that memorandum of appearance was filed in his presence. In the same manner, it is stated, that he (Sh. Kulbir Mor, Advocate) did not sign the remaining documents in his presence. He stated that he did not work as his junior nor otherwise worked with him. He in fact did not appear on his behalf in any case. He had seen Rattan Kaur (complainant) appearing in the case. She was aged about 55 years and was healthy and fit. He did not personally know her. He on his own stated that he otherwise knew her very well. It is stated as incorrect to suggest that he was not aware of the signatures of Shri Mor, Advocate. It is stated as wrong that he was giving false evidence.

Shri T.C. Goyal, Advocate, Hisar (PW4) stated that he had seen the summoned file titled 'Yashoda Devi v. Rattan Lal (sic. - Kaur)'. In this case, a civil suit titled 'Smt. Yashoda Devi etc. v. Rattan Kaur etc.' was filed. He was advocate for the plaintiff in the case. The attested copy of the plaint was Ex.PW4/A which was correct according to the original. He did not remember that when he filed the suit there was any mention of the agreement dated 07.10.1996. In cross-examination, it is stated as correct that he did not personally know Yashoda Devi. It is also stated as correct that he did not orally remember the contents of the plaint.

Azad Singh (PW5) Clerk to Shri P.K. Sandhir, Advocate, District Courts, Hisar stated that he had seen the summoned file, the notice dated 27.07.1998 issued by Shri P.K. Sandhir, Advocate. He recognized his (Shri P.K. Sandhir's) signatures on it. Its attested copy was Ex.PW5/A and receipt of the notice was Ex.PW5/B, on which also he recognized his signatures. He was working with him as his Clerk since the year 1999. Therefore, he was fully aware of his handwriting/

signatures. In cross-examination, it was stated as correct that the signatures on PW5/B and PW5/A were not done in his presence and he did not have the knowledge of its content.

Counsel for the complainant then made a statement that the certified copies of the documents that he had tendered in evidence on 12.12.2002 (sic. - 12.12.2009), which he had produced by way of his statement, the same be read as evidence after charge. Rattan Kaur (complainant) was further cross examined after charge.

The statements of the accused (respondents No.2 to 4) in terms of Section 313 Cr.P.C. were recorded by the Chief Judicial Magistrate, Hisar on 07.04.2012 and the substance of the evidence appearing against them was put to them. Kannwal Singh (respondent No.2) in his defence stated that a false case had been filed. The agreement dated 07.10.1996 was absolutely true and correct. Nothing had been forged therein. The complainant was not cheated on the basis of the agreement and neither with a view to usurp her land, any offence was committed against her on the basis of the said agreement. He stated that he would lead evidence in defence. Anwar Gautam (respondent No.3) in his defence stated that the General Power of Attorney and the notice for cancellation of the same and the agreement dated 07.10.1996, all were a matter of record. The agreement dated 07.10.1996 was absolutely true and correct. There was nothing false in it and neither was any fraud committed against the complainant with a view to usurp her land on the basis of the said agreement. The case was false against him. Ashok Kumar, Deed-Writer (respondent No.4) stated that the witnesses had given false statements in the case which was registered against him. The agreement dated 07.10.1996 was absolutely true and correct. Nothing false had been mentioned in it and

neither did it go to show that any fraud was committed against the complainant with a view to usurp her land on the basis of the said agreement.

In defence, the accused (respondents No.2 to 4) examined Somnath Chhabra, Stamp Vendor, Hisar (DW1). He stated that since 1984 he was working as a stamp vendor in the Hisar Courts. He had got the stamp register of 1996. In the register at Serial No.35766, he sold stamp paper of Rs.10/- in favour Kannwal Singh (respondent No.2) son of Capt. Ranjit Singh, resident of Dabra. This was issued on 04.10.1996. It was purchased by Ashok Kumar on behalf of Kannwal Singh (respondent No.2) and he signed on his behalf. Thereafter, he vide subsequent serial Nos.35767, 35768 and 35769 sold stamp papers of Rs.10/- in favour of others whose names are mentioned.

In cross- examination it is stated as correct that the register that he had brought to the Court was not signed by Tehsildar, SDM, DRO etc. It was stated as correct that the entries in the register had been made with blue and red ink. It was stated that he did not know whether Kannwal Singh (respondent No.2) was a minister or not. He did not know what work did the person who took the stamp by the name of Ashok do. It was stated as correct that Ashok Kumar was a Deed-Writer in the Courts. It was stated as wrong that at that time Kannwal Singh was a minister. It was stated as wrong to suggest that he had given the stamp papers in the name of Kannwal Singh (respondent No.2) by ante dating the same under his influence. It was stated as wrong that he deliberately on the asking of Kannwal Singh (respondent No.2) had put a back date entry in the register and given the stamp paper.

Shri Yashpal Singh, Advocate (DW2) was also examined. He stated that he had been practicing in the Hisar Courts since 1965. He

knew the family of Capt. Ranjit Singh Ex-Minister, resident of Dabra well. He personally knew his daughter Rattan Kaur (complainant). He also knew his son Kannwal Singh (respondent No.2) well. He (DW2) was a marginal witness of the power of attorney Ex.PW2/A dated 09.03.1987 which was given by Rattan Kaur (complainant) in favour of Kannwal Singh (respondent No.2). He had seen his signatures on the power of attorney which were correct. For him there was no difference between Kannwal Singh and Rattan Kaur. For him both were equal. Kannwal Singh (respondent No.2) as general attorney of Rattan Kaur had entered into an agreement on 07.10.1996 to sell land in favour of Anwar Gautam (respondent No.3) for an amount of Rs.16,10,000/-. An amount of Rs.13.00 lacs was received in cash. The registration was to be done after receiving the balance amount by 30.06.1998. Kannwal Singh and Anwar Gautam had put their respective signatures on the agreement. He (DW2) and Satyadev witness had signed as marginal witnesses on the document. The photostat of the agreement was Mark-I, which bears his signatures. This agreement was got prepared on 07.10.1996 through Ashok Kumar, Deed-Writer (respondent No.4). He (respondent No.4) after affixing his seal put the entry number in his register; besides, had signed it. Kannwal Singh (respondent No.2) on 07.10.1996 when the agreement was made, was only an M.L.A. and not a minister. He (DW2) did not know whether on 07.10.1996 the power of attorney in favour of Kannwal Singh (respondent No.2) was cancelled or not.

In cross-examination, it was stated as correct that in terms of the agreement, no sale-deed of land had been executed. He (DW2) did not know whether Anwar Gautam (respondent No.3) due to non-execution of the sale-deed on the basis of the agreement filed a suit for

specific performance in the Court at Hisar. He (DW2) on his own stated that he got to know in this regard when he received summons as a witness in the civil suit. It was stated as correct that the said suit was dismissed. He did not know about the appeal. It was stated as incorrect that he was deliberately suppressing the facts. He (DW2) did not know that Anwar Gautam had lost the suit till the end and the decision given by the lower Court was final. It was stated as incorrect that he had earlier also given evidence against Rattan Kaur and was then also giving it. He (DW2) on his own stated that he was giving evidence on facts only and was not against anyone. He did not know whether Rattan Kaur had filed any suit (application) for partition or not. He was engaged as a counsel by Capt. Ranjit Singh in 1971 at the time of decree in favour of Rattan Kaur. He did not remember whether Kannwal Singh (respondent No.2) had got the said decree challenged in Court through his other sister. He did not know whether that case had been dismissed up to the Supreme Court. It was stated as wrong that the agreement dated 07.10.1996 was got prepared later and it was ante-dated and on the back date was got entered in the stamp vendor's and deed-writer's registers. It was stated as incorrect that this agreement had been falsely prepared after the GPA in favour of Kannwal Singh was cancelled and after the application for partition was filed. It was stated as incorrect that he was deliberately giving false evidence.

Rajesh Kumar, Inspector, Office of Income Tax, Office Ward 31 (2), New Delhi (DW3) stated that he had brought the summoned record, which were certified copies regarding the income tax returns of assessment years 1997-98, 2000-01, 2001-02 and 2003-04 of Gautam Sons. With all these returns, the statement of income and balance sheets were attached. These returns were signed by Arvind Gautam

partner. The return for the year 1997-98 was Ex.D2 and annexures with it were Ex.DW2/A, Ex.DW2/B and Ex.DW2/C which were certified to be true copies. The return of the year 2000-01 was Ex.D3. The annexures with it were Ex.D3/A, Ex.D3/B and Ex.D3/C. The certified copy of the return for the year 2001-02 was Ex.D4 and the annexures were Ex.D4/A, Ex.D4/B, Ex.D4/C and Ex.D4/D, which were all certified copies. The certified copy of the return for the year 2003-04 was Ex.D5 and certified copies of the annexures were Ex.D5/A, Ex.D5/B and Ex.D5/C. All these documents were submitted with certification Ex.D6 of Shri Baswanand, Income Tax officer, which were presented in the Court. The documents were objected to.

Shri Rajesh Kumar, Inspector was cross-examined. He stated that the record that he had brought in Court on that day was not issued by him and neither were they signed. He did not personally know Gautam Sons, whose returns he had got and neither did he personally know the facts of the return. It was stated as correct that there was no specific entry of the agreement dated 07.10.1996 in the document and only the amounts were written. He did not know for what purposes were the amounts written. The certified copies of Ex.D6 to Ex.D2 (sic. - D12) and the documents attached with it which he had brought along were prepared a day earlier. These were prepared on the basis of the Court summons. It was stated as incorrect that these returns were falsely prepared on the asking of Anwar Gautam.

Shri Balbir Singh, Senior Tax Assistant, ITO Ward II, Phagwara (DW4) stated that he had brought the summoned record which was regarding the income tax return of Anwar Gautam for the assessment year 1995-96, 1996-97 and 1997-98. The attested copies of which were correct according to the original. The return Ex.D7 for the year 1995-96

and the eleven pages attached with it were correct according to the original. Ex.D7/A the return form, Ex.D7/B the statement of income tax; besides, Ex.D7/C, Ex.D7/D, Ex.D7/E and Ex.D7/F were income tax payment challans. The return for the year 1996-97 was Ex.D8 and the original return with it was Ex.D8/A, the statement of income was Ex.D8/B and income tax payment challans were Ex.D8/C to Ex.D8/E. These were correct according to the original. The return for the year 1997-98 was Ex.D9. The form was Ex.D9/A and statement of income was Ex.D9/B. These were correct according to the original. The documents were objected to.

He (DW4) was cross-examined by the advocate for the complainant. It was stated that he did not personally know regarding the entries made in Ex.D7, Ex.D8 and Ex.D9 and the documents attached with it. He also personally did not know Anwar Gautam. He was working in the Income Tax Office at Phagwara since 24.09.2010. Anwar Gautam never met him in his office. The last page of the income tax return was signed by Anwar Gautam because this was his individual return. This return was not made in his presence and neither did he recognize his signatures. It was stated as incorrect that he had got prepared false record on the asking of Anwar Gautam and Kannwal Singh and brought it to the Court and presented it.

Dilbagh Singh, HRC, DC Office, Hisar (DW5) stated that he had brought the summoned record. Sale-deed No.2589 was executed by Suneheri Devi in favour of Om Parkash on 07.10.1996. He had got the original registration of it and its certified copy was Ex.D10. In this manner on 07.10.1996 itself registry No.2596 was executed by Om Parkash in favour of Krishan Chand. He had got the original registration of it and its certified copy was Ex.D11 which was correct according to

the record. On 07.10.1996, registry No.2601 was executed by Sahdev etc. in favour of Poonam Chand. He had got the original registration and its certified copy was Ex.D12 which was correct according to the record. These three documents were scribed in other words were typed by Ashok Sharma, Deed-Writer, Hisar (respondent No.4).

He (DW5) was cross-examined on behalf of the complainant. He stated that he was working in the registration office Hisar for the last one year. It was stated as correct that the sale deed Ex.D10, Ex.D11 and Ex.D12 were registered in the office of the Sub Registrar. It was stated as correct that he was not the deed-writer who scribed the sale deed and neither did he know the parties between whom the sale deed was executed. It was stated as correct that the said sale deeds were not scribed in his presence. It was stated as incorrect that Ashok Kumar, Deed-Writer had falsely prepared the three sale deeds on the asking of Anwar Gautam (respondent No.3) and Kannwal Singh (respondent No.2) and the false entry was later made in his register by wrongly changing the page number. It was stated as incorrect that there was a cutting regarding the date on the sale deed Ex.D12. He on his own stated that in the original register all the registrations were put serial wise. He was cross-examined further also which is not of much relevance.

EHC Jagjit Singh No.277 SVB (State Vigilance Bureau), Hisar (DW6) stated that he was posted as Reader during the year 2004 to 2005 with Shri Harish Kumar Data, SVB, Hisar who was at that time Inspector/SHO. He was with Shri Harish Kumar Data during investigation of case FIR No.6 dated 24.09.2001 of Police Station SVB, Hisar. He had prepared the cancellation report in this case which was signed by him. He had seen the original cancellation report on the file

which was signed by Shri Harish Kumar, whose signatures he recognized. Its certified copy was Ex.D13. In the original cancellation report Ex.D14, the signatures of Harish Kumar were at point 'A' and point 'B' which he recognized. He had seen him reading and writing. Harish Kumar, Inspector had died. The admission of the documents was objected to.

EHC Jagjit Singh DW6 was cross examined on behalf of the complainant. He stated that he could not tell that when Harish Kumar started the investigation in the said case FIR No.6 and when he finished it. He did not remain present with him all the time during the investigation. Harish Kumar Data during investigation did not take any documents in his (DW6's) presence. During investigation, he used to go out also but he did not then remember as to where he went. He could not tell the cancellation date of case FIR No.6. The date on which the cancellation report was prepared by Harish Kumar Data, he was not with him on that day. He could not tell the date, month and year of the death of Harish Kumar Data. It was stated as incorrect that case FIR No.6 had been cancelled by Harish Kumar Data due to political pressure. It was also stated as wrong that he did not ever work with Harish Kumar Data. It was also wrong that with a view to save the accused he had given false evidence.

The allegations of the complainant primarily are that her father Ranjit Singh had given her one-third share in agricultural land measuring 450 kanals 17marlas. A decree dated 28.10.1971 was passed by the Civil Court in her favour. Kannwal Singh (respondent No.2), brother of the complainant, in good faith had got a General Power of Attorney dated 19.03.1987 from her. Thereafter, the complainant's as also Kannwal Singh's father namely Ranjit Singh died

on 19.08.1987. The complainant on his demise succeeded to her share of about 21 kanals of agricultural land owned by him. In this manner she became the owner in possession of 171 kanals 15 marlas of land. The General Power of Attorney dated 09.03.1987 which had been executed by her in favour of her brother Kannwal Singh (respondent No.2) was cancelled on 26.02.1997. She had filed an application for partition of the joint land before the Revenue Officer/Tehsildar, Hisar. Kannwal Singh (respondent No.2) appeared only once in the said proceedings through his counsel who filed memo of appearance on his behalf. Later, he was proceeded against *ex parte*. In order to frustrate and defeat the rights of the complainant, the decree dated 28.10.1971 (Ex.C1), which her father Ranjit Singh had suffered in her favour was got assailed by Kannwal Singh (respondent No.2) through their sister Smt. Yashoda Devi by way of a civil suit. An application was also filed in the Court of the Tehsildar for adjourning the partition proceedings *sine die* stating that question of title was involved which was to be decided in the civil suit filed by Smt. Yashoda Devi. The Revenue Officer on 13.05.1998 due to political pressure adjourned the partition proceedings *sine die*. However, it was alleged that Kannwal Singh (respondent No.2) became dishonest as he was informed about the cancellation of the power of attorney. Therefore, he (respondent No.2) in conspiracy with Anwar Gautam (respondent No.3) and Ashok Kumar, Deed-Writer (respondent No.4) got prepared a false agreement dated 07.10.1996 (Ex.C8). The allegations of criminal offences being committed have been levelled in view of the said agreement which is stated to be forged and fabricated.

The evidence that has been brought on record has been perused as also the agreement Ex.C8, which is stated to be false and

fabricated. A perusal of the agreement (Ex.C8) shows that it is a photostat certified copy of the agreement dated 07.10.1996. The original of the same has not been produced. The agreement is signed by Kannwal Singh (respondent No.2) as attorney for the complainant; besides, it is signed by Anwar Gautam (respondent No.3) who had agreed to purchase the land for a consideration of Rs.16,10,000/-. The agreement was witnessed by Shri Yashdev Singh, Advocate (DW2) and Shri Satyadev Singh son of Shri Rajinder Singh. In order to prove the agreement Ex.C8 to be forged, reliance has been placed on the Civil Court judgment and decree dated 11.11.2004 passed by the learned Additional Civil Judge (Senior Division), Hisar and upheld by the learned District Judge, Hisar on 16.11.2006.

In order to establish the agreement dated 07.10.1996 (Ex.C8) to be forged, the same was liable to be proved on record. As has already been noticed, the agreement was signed by Kannwal Singh (respondent No.2), Anwar Gautam (respondent No.3), Shri Yashdev, Advocate (DW2) and Shri Satyadev Singh son of Shri Rajinder Singh. The agreement has, however, been tendered in evidence on the statement of the complainant Rattan Kaur which was recorded by the learned Chief Judicial Magistrate on 12.08.2006 i.e. at the time of recording preliminary evidence before summoning respondents No.2 to 4. The accused (respondents No.2 to 4) were summoned by the learned Chief Judicial Magistrate, Hisar vide order dated 13.11.2006. Rattan Kaur (complainant) again in her pre-charge evidence reiterated the allegations made in the complaint and in her preliminary statement. As regards the agreement dated 07.10.1996, it was stated that a fraud had been committed against her and she had also complained to the Chief Minister, Haryana in this regard. She stated that Kannwal Singh,

Anwar Gautam and Ashok (respondents No.2 to 4) had prepared forged documents and committed fraud against her. The agreement dated 07.10.1996 was shown to her and she stated it was totally false and had been prepared later. The agreement, however, was not again during pre-charge evidence, tendered in evidence. The marginal witness Shri Yashpal Singh, Advocate (DW2), as already noticed, had appeared as a defence witness. As regards the agreement, he stated that on 07.10.1996, Kannwal Singh (respondent No.2) as general attorney of Rattan Kaur had entered into an agreement to sell land to Anwar Gautam (respondent No.3) for an amount of Rs.16,10,000/- and Rs.13.00 lacs were received in cash. The balance amount was to be received by 30.06.1998 and the registration was to be executed. It is stated that Kannwal Singh and Anwar Gautam had signed in his presence on the agreement. He (DW2) and Satyadev had signed as marginal witnesses. He stated that the photocopy of the agreement was Mark 1, which was signed by him. Yashpal Singh, Advocate (DW2) was cross examined by learned counsel for the complainant, which has been referred to above. In the cross-examination, he despite being a marginal witness was not confronted with the original agreement dated 07.10.1996 and neither was he confronted with the certified photostat copy of the agreement (Ex.C8). The cross-examination of Shri Yashpal Singh, Advocate Hisar (DW2) on behalf of the complainant shows that the agreement dated 07.10.1996 of which he was the marginal witness was not put to him for its being exhibited on record.

In M/s Chuni Lal Dwarka Nath v. Hartford Fire Insurance Co. Ltd. and another, AIR 1958 Punjab 440, this Court held that it is a well established rule of evidence that a party should put to each of his opponent's witness so much of his case as concerns that particular

witness. If no such questions are put, the Courts presume that the witness' account has been accepted. If it is intended to suggest that a witness was not speaking the truth upon a particular point, his attention must first be directed to the fact by cross-examination so that he may have an opportunity of giving an explanation.

It is also to be noticed that not only the original of the said forged agreement dated 07.10.1996 was brought on record but only a certified photostat copy of the same was exhibited as Ex.C8 and that too in the preliminary pre-summoning evidence of Rattan Kaur, which would mean that it was exhibited in the absence of the accused (respondents No.2 to 4) and they had at that time no occasion to raise an objection. Therefore, the mere fact that it was marked as an exhibit would not mean that it stands proved on record.

In Sait Tarajee Khimchand and Others v. Yelamarti Satyam and Others, AIR 1971 SC 1865 , it was said by Hon'ble the Supreme Court that mere marking of a document as an exhibit does not dispense with its proof. In Narbada Devi Gupta v. Birendra Kumar Jaiswal and another, AIR 2004 SC 175, also it was said that the legal position was not in dispute that mere production and marking of a document as exhibit by the Court cannot be held to be a due proof of its contents. Its execution had to be proved by admissible evidence that is by the 'evidence of those persons who can vouchsafe for the truth of the facts in issue'. In the circumstances, merely because the agreement dated 07.10.1996 has been marked as Ex.C-8 would not mean that the mode of proving the same has been waived or dispensed with, besides, the original document was not produced on record.

The learned trial Court relied on a decision of this Court in Budh Ram v. State of Haryana, 2010 (2) RCR (Criminal) 352 (P&H). In

the said case, the vendors by impersonation sold land which was not owned by them. Sale-deeds were duly executed, however, the original sale-deeds in respect whereof forgery was committed were during the course of investigation not recovered from the vendees nor any explanation was given. For want of production of the original document in respect whereof forgery had been committed was, in the circumstances, not proved on record and the conviction of the accused in the said case was set aside. It was held that the offence of forgery can only be committed in relation to the original document and not with respect to the copies thereof. In the said case, the question whether the judgment of the Civil Court would be relevant in a criminal trial was also considered. In the present case as well, the case set up by the complainant was that in the Civil Court the agreement dated 07.10.1996 was not relied upon and, therefore, it was forged and fabricated. In Budh Ram's case (supra) reliance was placed on the Supreme Court decision in K.G. Prem Shanker v. Inspector of Police, 2002 (4) RCR (Criminal) 596, wherein it was held that the decision of the Civil Court, shall be relevant, if conditions of any of Sections 40 to 43 of the Evidence Act were satisfied, but it could not be said that the same would be conclusive, except as provided in Section 41 of the Evidence Act. If the judgment, order or decree of the Civil Court was relevant, as provided, under Sections 40 and 42 of the Evidence Act, then the Court has to decide, as to what extent it was binding with regard to matters decided therein. Therefore, in each case it had to be ascertained whether the judgment, decree or order, was relevant and, if so, its effect.

In the present case, the learned Additional Civil Judge (Senior Division), Hisar in its judgment dated 11.11.2004 (Ex.C11) passed in

the civil suit filed by Anwar Gautam (respondent No.3) against Rattan Kaur (complainant) for possession by way of specific performance of the agreement to sell dated 07.10.1996, concluded that the defendant (Rattan Kaur) had never entered into an agreement to sell dated 07.10.1996 with the plaintiff (Anwar Gautam). The agreement dated 07.10.1996, it was said, was based on fraud and got prepared by ante-dating it to grab the land of the defendant (Rattan Kaur).

The learned District Judge, Hisar, in appeal vide judgment dated 16.11.2006 (Ex.P1) dismissed the appeal of Anwar Gautam (respondent No.3). With respect to the agreement dated 07.10.1996, it was *inter alia* said that the execution of the document was in doubt and it was difficult to believe the story made by the plaintiff. It was further said that though there was no illegality but the circumstances which surrounded the documents were a pointer to the fact that it was a document which had been created later on. No agreement had been entered into on 07.10.1996 nor possession was delivered. The lower court had rightly dismissed the suit. There was no reason to disagree with the findings recorded by the lower court. The findings were affirmed and the appeal was dismissed with costs.

The said conclusions, it is to be noticed, are in the context of the civil litigation between the complainant Rattan Kaur and Anwar Gautam (respondent No.3). In the civil suit, the conclusions reached at are based on the evidence and material produced by the parties in the case. The standard of proof in a civil case are materially different from that in a criminal case where the guilt of an accused is to be proved and established beyond shadow of reasonable doubt whereas in a civil case the conclusions and findings can be reached at on the preponderance of probabilities. In the present criminal case, the conclusions reached at in

the civil suit are not binding and even otherwise being based on probabilities cannot be taken into account for fixing a criminal liability and holding the accused guilty. Therefore, whatever was said in the civil suit would not be of much consequence to record a finding of guilt in a criminal case. The document Ex.C-8 that was tendered in evidence is only the certified photocopy of the original. No steps were taken in terms of Section 65 of the Evidence Act to get the original agreement produced on record.

The allegation regarding entries in the deed-writer's register being incorporated in a very narrow space by tampering with the record has also not been established. The deed-writer's register was not proved on record and has been only marked as Mark-H which again does not dispense with the mode of proving documents.

On the allegations and evidence led by the complainant as also the accused, the learned Additional Chief Judicial Magistrate, Hisar, vide his judgment and order dated 03.08.2013 dismissed the complaint.

The learned Additional Chief Judicial Magistrate considered the case in all respect and held that the case to be not made out against respondents No.2 to 4. There is no error in the said order for acquitting respondents No.2 to 4.

Consequently, no ground is made out to grant leave to the applicant against the acquittal of respondents No.2 to 4 and the application is accordingly dismissed.

It is, however, made clear that nothing stated and observed herein shall be construed as an expression of the opinion on the merits of the civil cases that are pending between the parties and the civil cases are to be considered on the basis of evidence and material as adduced before it uninfluenced by any observation made herein. This is

more so for the reason that standard of proof as already noticed above in both the cases are entirely different.

Keeping in view the fact that leave to appeal has been declined on merits, the question of condonation of delay in filing the appeal is only academic and the same is also dismissed.

(S.S. Saron)
Judge

15.10.2015
anil/A.Kaundal

(Amol Rattan Singh)
Judge

This is one of some cases received by me from my learned brother on 06.01.2018. It is being signed by me even now, despite him having demitted office after 'retirement', the detailed judgment being in consonance with what was pronounced by us in Court when his Lordship was very much holding office. In fact, it needs to be stated that in the other cases received, where I have agreed with the judgment of my brother, a similar order (as this one) has been passed by me, though adding a word or two in the circumstances of each case.

In the present case, I agree with the reasoning given by my learned brother for dismissing the application of the applicant seeking leave to appeal against the judgment of the learned trial Court, acquitting respondents no.2 to 4 of the charges framed against them, alleging therein the commission of offences punishable under Sections 406, 420, 467, 468, 471, 120-B IPC.

I also agree with the finding that though the civil suit filed by respondent Anwar Gautam against the appellant-complainant was dismissed, with that Court specifically recording a finding that the agreement dated 07.10.1996 was an ante-dated agreement, that finding would not be binding in criminal proceedings, where the standard of proof to bring home the guilt of the persons accused of having committed the offences alleged against them, is much higher than that required in a civil suit.

I would, however, just like to add (as has been held by my learned brother) that the dismissal of the criminal complaint instituted by the applicant, as also dismissal of the present application seeking leave to appeal against that judgment, would not be binding in any civil proceedings,

and even the observation of the learned trial Court in the proceedings under challenge now before us, that the complainant had “miserably failed to prove” the guilt of the accused, would only be taken to be wholly in the context of the criminal complaint, with no 'effect' in any civil suit or appeal between the parties.

Thus, the detailed judgment of my learned brother giving effect to what was pronounced, it would be unfair, in my opinion, to put the matter up for rehearing, even after a lapse of time, especially in view of what has been held first by the Privy Council in **Firm Gokal Chand Jagan Nath v. Firm Nand Ram Das- Atma Ram** AIR 1938 PC 292 and subsequently by the Supreme Court in **Iqbal Ismail Sodawala v. The State of Maharashtra and others** (1975) 3 SCC 140.

In *Firm Gokal Chand*, it was held by their Lordships as follows:-

“A further point was raised by the appellants. They urged that the judgment of the High Court appealed from was not a valid judgment because it failed to comply with Order 41, Rule 31, Civil Procedure Code. The relevant facts on this issue are that the hearing in the High Court was before two Judges, Harrison and Agha Haider JJ., and was actually delivered by the former Judge, the latter agreeing. The judgment was delivered on 22nd February 1933, but Harrison J. went on leave before signing the judgment, which was signed by Agha Haider J., the Deputy Registrar appending a note that Harrison J. had gone on leave before signing the judgment he delivered. Order 41, Rule 31 requires that the judgment of the Appellate Court shall be in writing and shall state various matters, and “shall at the time that it is pronounced be signed and dated by the Judges or by the Judges concurring therein.”

8. The Rule does not say that if its requirements are not complied with the judgment shall be a nullity. So startling a result would need clear and precise words. Indeed the Rule does not even state any definite time in which it is to be fulfilled. The time is left to be defined by what is reasonable. The Rule from its very nature is not intended to affect the rights of parties to a judgment. It is intended to secure certainty in the ascertainment of what the judgment was. It is a rule which Judges are required; to comply with for that object. No doubt in practice Judge do so comply, as it is their duty to do. But accidents may happen. A Judge may die after giving judgment but before he has had a reasonable opportunity to sign it. The Court must have inherent jurisdiction to supply such a defect. The case of a Judge who has gone on leave before signing the judgment may call for more comment, but even so the convenience of the Court and the interest of litigants must prevail. The defect is merely an irregularity. But in truth the difficulty is disposed of by Sections 99 and 108. Civil Procedure Code section 99 provides that no decree shall be reversed or substantially varied nor shall any case be remanded in appeal on account of any error, defect or irregularity in any proceedings in the suit not affecting the merits of the case or the jurisdiction of the Court. That Section comes in the part dealing with appeals from original decrees. But Section 108 applies the same provision to appeals from appellate decrees and it is always in the discretion of the Board to apply the principle on appeal to His Majesty in Council. In their Lordships' judgment the defect here was an irregularity not affecting the merits of the case or the jurisdiction of the Court, and is no ground for setting aside the decree.”

That was a matter pertaining to a civil case.

Surendra Singh and others v. State of Uttar Pradesh AIR

1954 SC 194 was in the case of a criminal appeal before the Allahabad High

Court. In that case, after having signed the draft of a judgment that had been reserved and sending it to the other member of the Division Bench, the hon'ble Judge who had sent the draft (Bhargava, J.) unfortunately died before the judgment was pronounced.

In such a situation, their Lordships of the Supreme Court held that the judgment subsequently pronounced by Kidwai, J. could not be held to be a valid judgment and therefore the death sentence upheld in the case of one of the appellants and the sentences for lesser periods for different offences in respect of the other appellants, could not be held to be operative and that hence, the appeals would have to be reheard by the High Court. Thus, in that case the judgment was never actually pronounced by Bhargava, J. before he died and what was signed and sent by him to Kidwai, J. was a draft judgment. Therefore, it was held that it could not be presumed that Bhargava, J., (had he remained alive), could not have changed his mind before pronouncing the judgment.

In the present case, however, the judgment having been duly pronounced in Court, to the effect that the appeal of the appellant is dismissed, the situation as existed in *Surendra Singhs'* case (supra) is not applicable.

In *Sodawalas'* case (supra), where a judgment had been pronounced but not signed, it was held that it was a procedural irregularity which would not affect the pronouncement.

That was not a judgment in appeal that was in question, but the judgment of the trial Court itself, which had been pronounced in Court but had not been delivered after signature and transcription, to the accused.

Referring to the judgment in *Surendra Singhs'* case as also to

Firm Gokal Chand, it was held that the learned Sessions Judge not appending his signatures to the judgment at the time it was pronounced, due to it not having been transcribed, was a procedural irregularity which would not vitiate the conviction of the accused.

In the present case, though there is no issue of any transcription from one language to another, but nonetheless, the judgment drafted by my learned brother being, to repeat, in elaboration of and giving reasoning for what was pronounced in Court, in my opinion, it would be appropriate to issue the judgment formally even now, though a long time has elapsed since its pronouncement.

It needs to be noticed here that in Vinod Kumar Singh v. Banaras Hindu University and others (1988) 1 SCC 80, it was held by the Supreme Court that a judgment which has been pronounced but not signed, can be even modified, if there are adequate reasons for the same, in which situation, the matter should be placed for further consideration, upon notice to parties.

That situation does not arise in the present case as the detailed judgment is not different to the order pronounced in Court on 15.10.2015.

Consequently, I agree with the judgment of my learned brother S.S. Saron, J.

(AMOL RATTAN SINGH)
JUDGE

January 30, 2018
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