

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

**Crl. Misc. No. M-24920 of 2013 (O&M)
Date of decision : 11.03.2015**

Sunil Kumar & another

....Petitioners

versus

State of Punjab & another

...Respondents

CORAM: HON'BLE MS. JUSTICE RITU BAHRI

Present: Mr. R.S. Mamli, Advocate,
for the petitioners.

Mr. Daljit Singh Virk, AAG, Punjab.

RITU BAHRI, J.

This petition under Section 482 Cr.P.C., is for quashing of FIR No.97 dated 12.09.2012, under Sections 419/420/120-B IPC (Annexure P-4), registered at Police Station, Anandpur Sahib, District Roop Nagar.

FIR (Annexure P-4) has been registered on the basis of statement made by Jawahar Singh-respondent No.2, alleging that Shamsher Singh had claimed that he was direction of RNMS Company and was putting mud on he Amritsar Airport. He had taken the said contract from Rajshi Company for a sum of Rs.700 crores. Aforesaid Shamsher Singh told the complainant that he wanted to sublet the contract. Thereafter, Shamsher Singh along with Vikas Kumar, Sunil Kumar and Gaurav Sharma had taken a stamp worth Rs.500/- and made an agreement. Shamsher Singh signed the said agreement as a Director of RNMS Company, whereas Vikas

Kumar and Gurbakhsh Singh signed as witnesses. Jawahar Singh-complainant and Shamsheer Singh affixed their photographs and signed the same. As per the conditions of the agreement, the complainant was to pay Rs.25 lacs. Subsequently, it was found that Rajshi Company had got no contract for putting mud at Amritsar Airport. Later on, the complainant came to know that the seal of RNMS company was got prepared from Anandpur Sahib. It was further alleged that aforesaid Shamsheer Singh had colluded with the workers of Rajshi Company and cheated the complainant by proclaiming himself to be the Director of RNMS Company.

The case of Sunil Kumar and Gaurav Sharma-petitioners is that there are no specific allegations against them. Neither they were directors of the company nor they have signed any document. As per the copy of agreement (Annexure P-1), the same was signed by Shamsheer Singh on behalf of RNMS Company and the petitioners were neither the directors of that company nor had signed any document. It was Shamsheer Singh, who had been authorized to sign on behalf of RNMS Constructions Pvt. Ltd. as per authority letter (Annexure P-2). There was an Service Agreement dated 16.07.2012 (Annexure P-3) between Rajshi Buildcon Ltd. and RNMS Construction Pvt. Ltd. to execute the work of provision for the earth work at Amritsar Airport. Therefore, no offence under Sections 419/420/120-B is made out against the petitioners. It has been further argued that at the time of execution of the agreement, neither any amount was paid nor any transaction was carried out. As per the petitioners, respondent No.2-complainant himself backed out from the work and instead of going ahead with the agreement, he has lodged the present FIR. Sunil Kumar-petitioner No.1 is brother of Shamsheer Singh and has been falsely implicated in this

case. Gaurav Sharma-petitioner No.2 was known to Shamsher Singh, therefore, he has been implicated by the complainant.

Upon notice, reply on behalf of respondent No.1-State, in the shape of affidavit dated 14.10.2013 of Deputy Superintendent of Police, Anandpur Sahib, has been filed, wherein it has been stated that after registration of the FIR, necessary investigation were carried out and the challan has already been presented in the Court of Sub Divisional Judicial Magistrate, Anandpur Sahib, District Roopnagar. After lodging of the FIR, the accused were arrested and original agreement along with seal of RNMS Company was recovered from the possession of Shamsher Singh. The other accused namely Vikas Kumar stood as witness in the above mentioned agreement, whereas the petitioners were also with the main accused and were facilitating the things. They were also inducing the complainant at the time of execution of the agreement under a conspiracy. After presentation of the challan on 12.03.2013, trial is pending before the Sub Divisional Judicial Magistrate, Anandpur Sahib. During investigation, it was found that Shamsher Singh had no connection with RMNS Company.

Heard, counsel for the parties.

The material fact, which has come into light during investigation was that the partners of RNMS Company have denied that they have given any authority to Shamsher Singh to sign on their behalf. The authenticity of Document (Annexure P-2), whereby Shamsher Chahal has been authorized to sign on behalf of RNMS Constructions Pvt. Ltd., would require to be examined by the trial Court during trial. The petitioners have tried to take benefit of said authorization letter (Annexure P-2) which was given in favour of Shamsher Chahal. In view of the investigation that

no authorization was given by RNMS Constructions Pvt. Ltd., the petitioners cannot take any benefit of the said document. Although the petitioners had not signed the Service Agreement (Annexure P-3), yet no ground is made out to quash the present FIR, as the trial Court will examine these documents (Annexures P-2 and P-3) to come to a conclusion, as to whether the petitioners were associated with Shamsher Singh in inducing the complainant to enter into such an agreement with them by unfair means or not.

Learned State counsel has further informed the Court that charges have been framed against the accused on 12.09.2014 and now the trial is fixed for recording of prosecution evidence.

After going through the written statement filed on behalf of the respondent-State, no case for quashing of the FIR is made out, as the partners of M/s RNMS Constructions Pvt. Ltd. have totally denied having executed any authorization letter in favour of Shamsher Singh to enter into a contract on their behalf. The role of the present petitioners would be examined by the trial Court on the basis of the evidence to be led during trial.

Resultantly, the present petition is dismissed.

(RITU BAHRI)
JUDGE

11.03.2015
ajp