

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CRM No.M-32231 of 2011 (O&M)
Date of Decision: November 18, 2015

Minakshi and another

...Petitioners

VERSUS

State of Punjab and another

...Respondents

CORAM: HON'BLE MR. JUSTICE INDERJIT SINGH

Present: Mr.Damanbir Singh Sobti, Advocate
for the petitioners.

Mr.Varun Sharma, Asstt. Advocate General, Punjab
for the respondent-State.

Mr.S.S.Behl, Advocate
for respondent No.2.

INDERJIT SINGH, J.

Petitioners have filed this petition under Section 482 Cr.P.C. for quashing of FIR No.113 dated 23.08.2011 under Sections 420 and 120-B IPC registered at Police Station Division No.7, Ludhiana.

Notice of motion was issued and learned State counsel as well as learned counsel for respondent No.2 appeared and contested the petition.

I have heard learned counsel for the parties as well as learned State counsel and have gone through the record.

From the record, I find that challan in the present case has

already been presented but charges have not been framed. At the time of arguments, learned counsel for the petitioners argued that no offence is made out. I have also gone through the FIR. The perusal of the FIR shows that it has been registered on the basis of the application given to the Police Commissioner, Ludhiana, in which it is stated that Harnek Singh, who is a property dealer met the applicants along with his sons in August 2003 and held meeting number of times and told that their entire family deals in transactions of properties. They referred an agricultural land for sale, which are at villages Mehlon and Alamgir. They shown the documents relating to the land and told that same are in the ownership of Balvir Kaur, Rachhpal Kaur and Manjit Kaur, with whom they also have family relations. They further told that land in village Mehlon is about 146 kanal 17 marlas and the land in village Alamgir is about 68 kanals 8 marlas. Harnek Singh and his sons shown the land to the applicants by accompanying the owners of land Balbir Kaur, Rachhpal Kaur and Manjit Kaur and also shown all the documents and they told that they will get this land sold to the applicants at the rate of ₹2 lacs per acre. Harnek Singh and his sons initially told that they will get sold the land of village Mehlon first and asked for advance amount. As per the allegations, on 29.08.2003, Harnek Singh wrote a Memorandum of Understanding by settling all the terms and conditions with the applicants that accused received ₹15 lacs in cash from the applicants in presence of the witnesses. It is also written that in case Harnek Singh does not get this land sold to the applicants, he shall be bound to refund ₹30

lacs to the applicants. Out of the advance money of ₹15 lacs received from the applicants, ₹10 lacs was deposited by Harnek Singh, Pradeep Singh, Navdeep Singh and Minakshi in their bank accounts and out of their bank accounts, through their respective cheques, ₹10 lacs was paid to Balbir Kaur, Rachhpal Kaur and ₹2 lacs in cash was given to Manjit Kaur and ₹3 lacs was kept by the accused with them. There is further allegation in the FIR that Harnek Singh said that regarding land in village Mehlon, litigation has started, which is likely to be finished soon and they will get the sale deed executed. Later on, applicants came to know that land measuring 146 kanals 17 marlas situated at village Mehlon, which was earlier agreed to be sold by land owners with Harnek Singh, was sold by the land owners by appointing Nirmal Singh as General Power of Attorney in favour of Sunil Kumar and Ashok Kumar etc. But Harnek Singh and his family by continuing with the cheating said that now they will have to file a civil suit against the above-said owners of the land and for filing the civil suit, Harnek Singh received ₹2.5 lacs from the applicants. It is further in the FIR that by ignoring the terms and conditions of the agreement, Harnek Singh and his family members withdrawn the above-said civil suit and civil appeal which were pending in the Courts. Further allegation is that Harnek Singh along with his family members cheated the applicants by deceiving them to pay cash amount of ₹15 lacs as per the terms of the agreement and ₹2.5 lacs for filing the suit etc.

This Court is only to see after perusal of the FIR whether

FIR discloses commission of any cognizable offence or not. In the petition for quashing of the FIR, this Court is not to see whether all these allegations can be proved or not. The evidence is to be collected during the investigation, which the investigating agency has already collected and filed the report under Section 173 Cr.P.C.

From the perusal of the FIR, in no way, it can be held that FIR does not disclose commission of any cognizable offence. As regarding prima facie case, it is to be seen by the Court at the time of framing of the charge that whether any prima facie case is made out from the documents against one of the accused or against all the accused. At this stage, in no way, it can be held that registration of FIR is abuse of process of law nor it can be held that it is case of civil nature.

In view of the above discussion, I do not find any merit in the present petition and therefore, the same is dismissed.

November 18, 2015
Vgulati

(INDERJIT SINGH)
JUDGE