

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

**CRM NO. M-6493 OF 2013 (O&M)
DECIDED ON : 28.09.2015**

Jaspal Singh

...Petitioner

versus

State of Punjab and another

...Respondents

CORAM : HON'BLE MR. JUSTICE AJAY TEWARI

Present : Mr. R. K. Handa, Advocate,
for the petitioner.

Mr. Ashish Sanghi, DAG, Punjab.

Mr. Anuj Thakur, Advocate,
for respondent No.2.

1. Whether Reporters of local papers may be allowed to see the judgment ?
2. To be referred to the Reports or not ?
3. Whether the judgment should be reported in the Digest ?

AJAY TEWARI, J. (ORAL)

This is a petition for quashing the FIR No. 89 dated 25.09.2010 (Annexure P-1) under Sections 406/420 of the Indian Penal Code (in short "the IPC") registered at Police Station Bhadson, District Patiala, along with all subsequent proceedings arising therefrom.

As per allegations contained in the FIR, the petitioner had entered into an agreement to sell about 04 acres of land on 02.05.2008 and the total value of the transaction was about ₹80 lacs. The next date for the execution of sale deed was 13.10.2008. However, the instant FIR was lodged on 25.09.2010 on the allegations that at the time when the petitioner entered into said agreement to sell, he did not disclose that the property in question was under lien with the bank. Subsequently, on 04.05.2011, a civil suit was filed for specific performance.

Learned counsel for the petitioner has argued that as per the petitioner, the original agreement dated 02.05.2008 was admitted but it was denied that the petitioner did not disclose therein about the lien with the bank and the court's stay order. As per learned counsel for the petitioner, thereafter the deal fell through and the petitioner returned earnest money to the complainant and the original agreement to sell was destroyed and the complainant is now misusing the photocopy of the same to foist this unnecessary case upon the petitioner.

Learned counsel for the complainant on the other hand states that unfortunately the agreement to sell has been misplaced but asserts that the photocopy is a true copy of the original agreement. He has further argued that this is second petition and the first petition was withdrawn after addressing arguments.

In these circumstances, in my opinion, it would not be in the interest of justice to quash the FIR but to stay the proceedings in the criminal case till the decision of civil suit.

With the above mentioned observations, the petition is dismissed.

SEPTEMBER 28, 2015
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(AJAY TEWARI)
JUDGE