

IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

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CRR No. 1958 of 2014 (O&M)

Date of decision : 06.02.2015

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Chameli

.....Petitioner

Versus

State of Haryana and others

.....Respondents

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CORAM: HON'BLE MS. JUSTICE RITU BAHRI

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Present: Mr. R.P Verma, Advocate for the petitioner.

Mr. C.S Bakshi, Additional Advocate General, Haryana.

Mr. Akashdeep Singh, Advocate for the complainant.

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1. *Whether Reporters of Local Newspapers may be allowed to see the judgment?*
2. *To be referred to the Reporters or not?*
3. *Whether the judgment should be reported in the digest?*

RITU BAHRI, J

Present revision petition has been filed against the judgment dated 4.6.2014, whereby the Sessions Judge, Jhajjar dismissed the appeal against the judgment of conviction dated 18.11.2013 and order of sentence dated 23.12.2012 passed by the Chief Judicial Magistrate, Jhajjar. Vide the trial Court judgment, petitioner-accused was convicted under Section 420 of Indian Penal Code and sentenced to undergo rigorous imprisonment for a period of three years and pay a fine of Rs.1000/-. In default of payment of

fine, she was directed to further undergo imprisonment for a period of six months.

Prosecution story, in brief, is that on 12.6.2012, Ramphal (Respondent no.2/Complainant) filed the complaint in the Court of Chief Judicial Magistrate, Jhajjar against the petitioner/accused-Chameli and her son Rajesh as well as one Ajay on the allegations that on 16.4.2007, Chameli and her son namely, Rajesh had entered into the agreement to sell (Ex. PW1/B) with him in respect of the agricultural land fully detailed in para no.2 of the complaint, situated outside the limits of Municipal Committee, Jhajjar in all measuring 3 kanals 17 marlas. Paramjeet son of Mahender and Ajay son of Mam Chand had witnessed the agreement. Chameli and her son induced him to pay a sum of Rs 5 Lacs as earnest money. They had also assured to get the sale deed executed on or before 14.6.2007. An agreement in writing was executed. Ajay was a property dealer through whom bargain was struck. He had paid a sum of Rs.5 Lacs as earnest money. The last date for the execution of the sale deed in his favour was 14.6.2007. Respondent no.2 had requested the petitioner and her son Rajesh to execute the sale deed in his favour. However Chameli and Rajesh put off the matter on one pretext or the other. Later on he came to know that Chameli and her son Rajesh had cheated him. In fact Chameli and Rajesh had already entered into the agreement to sell in respect of that land with one Mahender Singh on 11.4.2007. He also came to know that on the basis of the agreement to sell dated 11.4.2007, Mahender had instituted a suit for

specific performance. Accordingly, the petitioner had cheated him.

The accused was charge sheeted and later on convicted and sentenced by the trial Court as stated above.

Accused was the owner of the land. Accused had initially entered into the agreement dated 11.4.2007 in respect of the land measuring 3 kanals 17 marlas along with her son Rajesh in favour of Mahender. Thereafter she agreed to sell the same to the complainant on 16.4.2007 and executed the agreement (Ex.PW1/2). Complainant has also proved on record that the accused received a sum of Rs. 5,00,000 as earnest money from him. Complainant has examined Mahender (CW-7) who has proved on the record the agreement dated 11.4.2007 (Ex. CW7/B) between him and the accused. He has also proved on the record that he had filed Civil Suit No. 112 of 2007 which was decided on 10.5.2008 in the Lok Adalat and further the accused and her son Rajesh had executed the sale deed in favour of Sunita wife of Mahender. Sh. M.R Saini Advocate (CW-8) deposed that he had scribed the agreement dated 11.4.2007 between the accused and Mahender and entered the same in his register at Entry No.111 dated 11.4.2007. Sh. Arun Bhardwaj, Advocate (CW-5) has proved that he had filed the Civil suit for specific performance at the instance of Mahender against the accused. Sh. Sudhir Mohan Advocate (CW-6) has testified that he had filed the written statement on behalf of the accused in Civil Suit No. 112 of 2007. Execution of both the agreements as well as the identity of the land is no longer in dispute. The petitioner/accused

had taken Rs.5,00,000/- from the complainant as earnest money. Thereafter, petitioner executed the sale of the land in favour of wife of Mahender in a suit for specific performance filed against her by Mahender. She had cheated the complainant.

Counsel for the petitioner has tried to take the defence that she was an uneducated woman and her son Rajesh used her to dupe the complainant. She cannot take any benefit nor any lenient view can be taken on his account as she had executed both the agreements and sale deeds in favour of Sunita wife of Mahender.

Counsel for the respondents has further informed the Court that in a suit for specific performance filed by the complainant, a decree of Rs.3,00,000/- has been passed in favour of the complainant. During the proceedings of this case, an attempt was made that the matter could be resolved between the parties, if the petitioner could pay Rs.3,00,000/- with interest to the complainant. However, the petitioner was unable to make any payment to the complainant.

After going through the judgments passed by both the courts below, the evidence recorded with regard to the execution of both the agreements have been duly proved. In a suit for specific performance, a decree of recovery of Rs.3,00,000 with interest @ 9% per annum from the date of agreement till actual realization of decretal amount has been passed in favour of respondent no.1 and against the petitioner. The accused has cheated the complainant.

The judgments passed by both the Courts below do not

require any interference while exercising revision jurisdiction of this Court.

In view of all that has been discussed above, revision petition is dismissed.

06.02.2015
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(**RITU BAHRI**)
JUDGE