

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CRM-A-606-MA-2016

DATE OF DECISION: MAY 16, 2016

ASHWINDER PAL KAUR

...APPLICANT

VERSUS

STATE OF PUNJAB AND OTHERS

...RESPONDENTS

**CORAM: HON'BLE MR. JUSTICE M. JEYAPPAUL.
HON'BLE MR. JUSTICE RAJ MOHAN SINGH.**

1. Whether the judgement should be reported in the digest? Yes/No

PRESENT: MR. SUKHJIT SINGH, ADVOCATE FOR THE APPLICANT.

M. JEYAPPAUL, J.

1. This is an application filed by the private complainant Ashwinder Pal Kaur seeking special leave to prefer an appeal against the acquittal recorded by the trial Court qua accused Surjit Kaur and Bhupinder Singh in a case launched by her under Sections 420, 467, 468 and 471 read with Section 120-B IPC.

2. It is the case of the complainant that the above accused hatched a conspiracy with an intention to grab some part of her property comprised in khasra No.19/2, 32//10/4, 11, 12/1, 22/1, 23/1, 33//6/2, 15/2 and 16 situated in village Kuliawal, Tehsil and District Ludhiana forged her signatures and prepared an agreement to sell dated 17.6.1991 in their favour. Thereafter, the accused executed another agreement for sale dated 11.11.2003 in connivance with yet another accused Sukhwinder Singh.

3. It is to be noted that the complaint as against accused

Sukhwinder Singh was dismissed vide order dated 10.5.2012 passed by the trial Court.

4. Heard the submissions made by learned counsel appearing for the applicant.

5. The complainant was examined as CW-1. It is her admission that she never saw any original agreement allegedly forged in favour of the accused with the signatures of the complainant. Admittedly, she had never seen the original document. There was no explanation as to how she came to possess the photocopy of the agreement for sale allegedly forged by the accused. No permission was also obtained from the trial Court to lead secondary evidence with the photocopy of the agreement in the absence of the original agreement for sale. Therefore, in our considered view, Ex.P-1 was rightly held to have been not proved as per the Evidence Act.

6. None of the witnesses to the alleged fabricated document was examined by the complainant to establish that the said document was in fact forged by the accused. Of course, the handwriting expert CW-2 Dr. Inderjit Singh has given an opinion that the disputed signatures found on Ex.P1 tallied with the admitted signatures of the complainant. Much evidentiary value cannot be attached to the evidence of an expert who had the occasion to compare the disputed signatures found on the photocopy of the document. Further, as per the version of the complainant, Forensic Science Laboratory, Patiala was associated to compare the signatures found on the disputed document with her admitted signatures obtained in the Court by Forensic Science Laboratory, Patiala. No report submitted by Forensic

Science Laboratory, Patiala was produced to substantiate the finding given by a private expert who was examined as CW-2 on the side of the complainant.

7. An agreement holder cannot enter into an agreement with a third party on behalf of the real owner of the property agreeing to sell the property in dispute. In this context, it is to be noted that the complainant has categorically admitted in her cross-examination that the disputed property is still in her possession.

8. In our considered view, the complainant has not established with cogent evidence the charge of forgery and fabrication of agreement for sale prepared by the accused. Therefore, we are of the considered view that the trial Court has rightly recorded acquittal qua accused Surjit Kaur and Bhupinder Singh. Accordingly, permission for special leave to prefer an appeal as sought for by the complainant against acquittal stands declined.

9. The application is dismissed accordingly.

(M. JEYAPPAUL)
JUDGE

May 16, 2016
Gulati

(RAJ MOHAN SINGH)
JUDGE