

**CRM-M-13983-2016**

**121**

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

**CRM-M-13983-2016**

**Date of Decision: 27.04.2016**

**DARSHAN SINGH**

**... Petitioner**

**VS.**

**STATE OF PUNJAB AND OTHERS**

**.....Respondents**

**CORAM: HON'BLE MR. JUSTICE KULDIP SINGH.**

Present: Mr. Gurcharan Dass, Advocate,  
for the petitioner.

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?*

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**KULDIP SINGH, J (ORAL)**

The petitioner has sought quashing of order dated 16.10.2014 passed by the learned Additional Chief Judicial Magistrate, Sangrur whereby the application filed by the prosecution under Section 319 Cr. P.C. was dismissed and the order dated 05.01.2016 passed by the learned Additional Sessions Judge, Sangrur vide which revision against the aforesaid order was also dismissed.

It comes out that the police has presented the challan against Manjit Singh S/o Nachattar Singh, Manjit Singh S/o Niranjana Singh and Tarsem Singh @ Kala S/o Ajaib Singh for offences punishable under Sections 420/465/467/468/477 IPC. After the recording of the statement of the complainant Darshan Singh, the prosecution has moved the application for summoning

**CRM-M-13983-2016**

6 more accused namely Ranjit Singh alias Pamma, Dalip Kaur, Surjit Kaur, Saranjit Kaur, Balwinder Singh and Jagtar Singh. The application was dismissed by the learned Magistrate and the order was upheld in revision.

I have heard learned counsel for petitioner.

The perusal of the FIR shows that according to the complainant, he had entered into an agreement of sale with Manjit Singh S/o Nachhatar Singh on 25.03.2009. The date of execution of sale deed in favour of the complainant was fixed for 01.06.2009. Later on, complainant came to know that at the time of agreement dated 25.03.2009 Manjit Singh was not the real owner of the land rather he was having only an agreement dated 09.01.2009 in his favour on behalf of Surjit Kaur Wd/o Ajaib Singh, Tarsem Singh, Baghel Singh Sons of Ajaib Singh, Ranjit Singh @ Pamma S/o Bhagwan Singh, Sharanjit Kaur D/o Ajaib Singh all resident of Village Naggra. When the complainant came to know about the same, Manjit Singh took them to the house of Surjit Kaur etc. for getting their signatures on the pretext of extending the date of execution of the sale deed and complainant party was asked to wait. Later on, remaining accused ran away by taking original agreement with them.

I am of the view that original agreement to sell is with Manjit Singh S/o Nachhatar Singh. It was said Manjit Singh who

**CRM-M-13983-2016**

misrepresented the complainant to be the owner of the land. He had an agreement from Surjit Kaur etc. in his favour.

The learned counsel has pointed to the photocopy of the agreement of sale which shows that on the last page of the agreement, which consists of 4 pages, there are signatures of the persons, sought to be summoned, only on the blank space of the last page. Whereas in writing nowhere their names are mentioned as signatory. There are signatures of the purchaser and seller only on the first three pages except Manjit Singh S/o Nachhattar Singh. Therefore, the mere fact that signature of the respondent sought to be summoned appear on the last page without mentioning for what reasons they had signed it or even without their names being mentioned as signatory, it cannot be said they were party to cheating and forgery etc. as claimed by the complainant.

There is no illegality and infirmity in the orders by the two courts below. Accordingly, the petition is dismissed.

**[ KULDIP SINGH ]  
JUDGE**

**April 27, 2016**  
Suresh Kumar