

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

(1) CRM No.M-21071 of 2008 (O&M)

Smt.Karamjit Kaur and another

...Petitioners

VERSUS

Alamjit Singh Mann

...Respondent

(2) CRM No.M-32563 of 2009 (O&M)

Amardeep Singh Randhawa and another

...Petitioner

VERSUS

Alamjit Singh Mann and another

...Respondents

Date of Decision:- May 13, 2016

CORAM: HON'BLE MR. JUSTICE INDERJIT SINGH

Present: Mr.J.S.Bedi, Senior Advocate with
Mr.G.S.Chahal, Advocate
for the petitioners.

Dr.Anmol Rattan Sidhu, Senior Advocate with
Mr.S.S.Brar, Advocate
for the respondent (in CRM No.M-21071 of 2008) and
for respondent No.1 (in CRM No.M-32563 of 2009).

Mr.J.S.Toor, Addl. Public Prosecutor
for respondent-U.T. Chandigarh (in CRM No.M-32563 of 2009).

INDERJIT SINGH, J.

Both the cases are taken up together as the point for
determination in both the cases is the same.

The petitioners have filed this petition under Section 482 Cr.P.C.

against respondents Alamjit Singh Mann and Union Territory, Chandigarh,

for quashing of criminal complaint No.13837 of 2006 titled as 'Alamjit Singh Mann vs. Smt.Karamjit Brar and others' dated 18.04.2006, summoning order dated 28.10.2006 passed by learned Judicial Magistrate Ist Class, Chandigarh.

The facts are being taken from CRM No.M-21071 of 2008.

It is mainly stated that the petitioners are victims of high handedness of the respondent and are being harassed unnecessarily by the respondent. The brief facts of the case are that a complaint under Section 420 IPC was filed by the respondent in the Court of JMIC, Chandigarh on the allegations that an agreement to sell dated 01.02.2004 was executed by the petitioners in favour of the respondent pertaining to the land owned and possessed by the petitioners situated at village Singhpura. It is alleged in the complaint that petitioners agreed to sell the land along with some passages and the said passages are not owned by the petitioners, as such an offence has been committed by the petitioners punishable under Section 420 IPC. It is further stated in the complaint that accused persons promised with the complainant and Rachhpal Singh that the said land is well connected to the Chandigarh-Ambala Road and it has the passage mentioned in the aforesaid three agreements to sell and on their this dishonest inducement, the complainant and Rachhpal Singh agreed to purchase the said land of the accused persons vide agreement to sell dated 01.02.2004, which was executed by accused persons in favour of the complainant Alamjit Singh Mann and Rachhpal Singh. It is also the case of the complainant that the passage mentioned in some of the khasra numbers, have been wrongly written in the agreement to sell. It is also the case of the complainant that the accused persons are not in fact the owners of passage 22½ feet passage

mentioned in the enquiry report of SSP, Patiala, which was also submitted to this Court in CWP No.18256 of 2003 and CWP No.19190 of 2003.

Notice of motion was issued and learned counsel for the respondent appeared and contested the petition.

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

From the record, I find that respondent had also filed a suit for mandatory injunction directing the defendants to get the sale deed executed and registered in his favour regarding the same land and same khasra numbers. In that suit, a decree has been sought directing the defendants to get the sale deed executed. After that, that suit has been got amended as suit for specific performance.

Learned counsel for the petitioners argued that if there is cheating by the present petitioners and the complainant-respondent has been cheated, then why he wanted to get the sale deed executed. This fact shows that there is no such cheating and the respondent, simply to harass the petitioners, has filed these complaints. The petitioners annexed the copy of the complaint as Annexure P-1, copy of the civil suit as Annexure P-2. Annexure P-3 is the application for amendment of the suit for specific performance. Annexure P-4 is the copy of the agreement to sell dated 01.02.2004.

The perusal of the above-said agreement shows that sellers are sole and absolute owners of the land measuring 35 bighas as described in the head note. It is also stated that two agreements to sell dated 30.09.2003 and 13.10.2003 were executed in respect of the aforesaid land in favour of Sh.Balwinder Singh or his attorney which been duly executed. Balwinder

Singh specifically relinquished his rights accrued from the said agreements. In this agreement, it is mentioned that sellers have purchased the plot Nos.27 to 32 situated in village Kansal for total consideration of ₹48 lacs and out of this amount, ₹12 lacs has been paid by the sellers themselves and the rest of the amount of ₹36 lacs has been given by the purchasers to the sellers and in this way, sum of ₹36 lacs is due towards the sellers belonging to the purchasers. The terms and conditions have been mentioned in the agreement that on taking demarcation of the land, the sellers shall deliver the vacant physical possession of the aforesaid land to the purchaser along with passage of 4 *gatha*, which is connected to the said land of the sellers from Chandigarh-Ambala road along with passage of 4 *gatha* which is connected to the land in question from the village Abadi. In this agreement dated 01.02.2004, there is no mention regarding any passage of 22½ feet wide, which is mentioned in the complaint. In connected petition i.e. CRM No.M-32563 of 2009, I find that the copy of the agreement dated 30.09.2003 has been placed on record, in which present respondent-complainant is the attesting witness. In the other agreement dated 13.10.2003, again present respondent-complainant Alamjit Singh Mann and Rachhpal Singh have signed the same as witness, which shows that present respondent-complainant was knowing regarding the fact of the agreement with the earlier purchaser. In the earlier agreement dated 30.09.2003, there is specific mention of the passage of 22½ feet, which is not mentioned in the agreement to sell with the present complainant.

Otherwise also, when it is proved on the record that suit for specific performance was filed by the complainant-respondent to get implemented the same agreement, it shows that there is no cheating with the

complainant. Even in the report of the SSP, Patiala, it has been mentioned that the matter is of civil nature.

The perusal of the record shows that complaint filed by the present complainant-respondent is nothing but only abuse of process of law and has been filed only to harass the petitioners. The filing of the complaints in question and continuation of proceedings amount to miscarriage of justice.

In view of the above discussion, I find merit in both the petitions and the same are allowed.

Criminal Complaint No.13837 of 2006 dated 18.04.2006, summoning order dated 28.10.2006 and all subsequent proceedings arising therefrom in both the above-mentioned petitions, are hereby quashed.

May 13, 2016
Vgulati

(INDERJIT SINGH)
JUDGE