

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

CRM No.M-24607 of 2015 (O&M)
Date of Decision:- May 13, 2016

Jasleen Randhawa

...Petitioner

VERSUS

Alamjeet Singh Mann

...Respondent

CORAM: HON'BLE MR. JUSTICE INDERJIT SINGH

Present: Mr.P.S.Ahluwalia, Advocate
for the petitioner.

Dr.Anmol Rattan Sidhu, Senior Advocate with
Mr.Shiv Kumar Sharma, Advocate
for the respondent.

INDERJIT SINGH, J.

Petitioner has filed this petition under Section 482 Cr.P.C. against respondent Alamjit Singh Mann for quashing of criminal complaint No.3315 dated 30.01.2008 as well as summoning order dated 26.03.2010 passed by learned Judicial Magistrate Ist Class, Chandigarh by virtue of which, the present petitioner has been summoned to face trial under Section 420 IPC.

It is mainly stated in the petition that petitioner has been falsely implicated in the criminal complaint at the instance of respondent-complainant. It is further stated that bare perusal of the complaint and the summoning order would reveal that it was alleged by the respondent-complainant that he had entered into an agreement to sell dated 01.02.2004

with Karamjit Brar and others by virtue of which they agreed to sell their land measuring 36 bighas situated in village Singhapura. It was further claimed by the respondent-complainant that Karamjit Brar and others failed to execute the sale deed in respect of the said land after the receipt of earnest money, the accused did not transfer the land in favour of respondent. The grievance of the respondent is that Karamjit Brar (since deceased) in connivance with others, had executed a conveyance deed in respect of her daughter (present petitioner) vide Vasika No.5819 dated 30.11.2007. It is also stated that on execution of the conveyance deed, the petitioner has committed offence under Section 420 and 120-B IPC.

It is stated by the petitioner in petition that complainant has deliberately not given the background in which agreement to sell dated 01.02.2004 came to be executed. The respondent had cheated the old parents of the petitioner. Even prior to the execution of the agreement to sell dated 01.02.2004, a complaint was made to the then Chief Justice of this Court. The factum of the said complaint having been treated by this Court on the judicial side as civil writ petition can be garnered from the order dated 08.12.2003. In the present case, a bare perusal of the agreement to sell would reveal that the last date for execution of the sale deed was agreed to be as 25.06.2004 and on the said date, the agreement to sell was elapsed and it is only thereafter, that the mother of the petitioner executed a conveyance deed on 30.11.2007.

It is further stated that as per the mutual agreement and the agreement to sell, the respondent-complainant neither came forward to purchase the land nor he wanted to purchase the land in question. When the conveyance deed was executed, there was no stay order by the Court. It is

stated that the Court granted order of status quo in that case but neither the petitioner nor her mother was party.

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 Annexure P-6 has been placed on record which is mutual agreement executed by Karamjit Brar, Simran Randhawa through attorney Jasleen Randhawa and Jasleen Randhawa on one side in favour of Rachhpal Singh, A.S.Mann and Balwinder Singh on the other side. As per this mutual agreement/affidavit, it is stated that two agreements to sell dated 30.09.2003 and 13.10.2003 were executed in respect of the said land in favour of Balwinder Singh. There existed a dispute between the sellers and purchasers, which has been amicably settled. It is further settled in the mutual agreement that Smt.Jasleen Randhawa and others shall withdraw all their complaints against Sh.Balwinder Singh, Sh.Rachhpal Singh, Sh.A.S.Mann and associates, which have been filed before the police or any other authorities and the deponents Sh.Balwinder Singh, Sh.Rachhpal Singh and Sh.A.S.Mann also withdraw all their complaints against Smt.Jasleen Randhawa and others filed by them before the police or other authorities. It is further stated that deponents Rachhpal Singh and Sh.A.S.Mann undertook to sell the land purchased by Smt.Simran Randhawa and Smt.Jasleen Randhawa bearing plot Nos.27 to 32 situated at village Kansal to suitable purchaser on or before 20.06.2004 at the minimum consideration of ₹48 lacs and in the event of not selling the said property by deponents, then the same shall be purchased by them for ₹48 lacs before

20.06.2004. It is also stated in this agreement that deponents Rachhpal Singh, Sh.A.S.Mann and Sh.Balwinder Singh declare that they are in possession of agreements dated 30.03.2003 and 13.10.2003 duly signed by the sellers and Gurbax Singh Brar and there are no other documents signed by the sellers, in possession of the deponents. It is further in the agreement that deponents Smt.Jasleen Randhawa and Smt.Simran Randhawa have purchased aforesaid plot Nos.27 to 32 for total consideration of ₹48 lacs and out of this amount, a sum of ₹12 lacs has been paid by Smt.Jasleen Randhawa and Smt.Simran Randhawa and rest of the amount of ₹36 lacs has been paid by the purchasers and the same is being adjusted towards earnest money vide separate agreement to sell.

The perusal of this mutual agreement as well as agreement to sell dated 01.02.2004, I find that the dispute between the parties is firstly of civil nature. Secondly, even otherwise, sale deed was to be executed as per the agreement to sell before 25.06.2004 and the transfer deed in question has been executed admittedly after more than three years. In no way, this amounts to cheating. The filing of the present complaint by the complainant is nothing but abuse of process of law and amounts to miscarriage of justice. At the most, even if it is taken that there is breach of agreement, even then, it amounts to case of civil nature. There is nothing that from the very beginning the intention of the petitioner or her mother was to cheat the complainant. The perusal of the complaint shows that it has been filed only to harass the petitioner.

Therefore, finding merit in the present petition, the same is allowed.

Criminal complaint No.3315 dated 30.01.2008 as well as

summoning order dated 26.03.2010 and all subsequent proceedings arising therefrom, are hereby quashed.

May 13, 2016
Vgulati

(INDERJIT SINGH)
JUDGE