

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

**CRM No.M-906 of 2009 (O&M)
Date of Decision:- May 13, 2016**

Tejinder Singh Randhawa and others

...Petitioners

VERSUS

U.T. Chandigarh and another

...Respondents

CORAM: HON'BLE MR. JUSTICE INDERJIT SINGH

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

Mr.J.S.Toor, Addl. Public Prosecutor
for U.T. Chandigarh.

Mr.S.S.Behl, Advocate
for respondent No.2.

INDERJIT SINGH, J.

Petitioners have filed this petition under Section 482 Cr.P.C. against respondents U.T. Chandigarh and A.S.Mann for quashing of criminal complaint No.11377 of 2008 pending in the Court of learned Judicial Magistrate Ist Class, Chandigarh and summoning order dated 02.07.2008 along with all the subsequent proceedings arising therefrom.

It is mainly stated in the petition that perusal of the complaint and the summoning order would reveal that the allegations in the complaint are that the present petitioners along with their co-accused had taken the complainant on the morning of 01.02.2004 to the house of one Sunil Saini, the then President of Teg Housing Building Society, who at the instance of

the petitioners and their co-accused assured the complainant that petitioner No.2 Jasleen Randhawa and her sister Simran Randhawa are owners and in possession of plots No.27 to 32 in the said housing society. On this basis, it is alleged that the complainant entered into a mutual agreement dated 01.02.2004 but later he realized that petitioner No.2 Jasleen Randhawa and Simran Randhawa are not in the possession of the said land and in this manner, the complainant claims to have been cheated by the petitioners and their co-accused.

Notice of motion was issued and learned Addl. Public Prosecutor for U.T. Chandigarh and learned counsel for respondent No.2 appeared and contested the petition.

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

From the record, I find that the mutual agreement has been placed on record, which is Annexure P-11, in which it has been specifically mentioned that Rachhpal Singh, A.S.Mann undertook to sell the land purchased by Smt.Simran Randhawa and Smt.Jasleen Randhawa bearing plot No.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 plots by deponents Rachhpal Singh and A.S.Mann, then the same shall be purchased by them for ₹48 lacs before 20.06.2004.

Keeping in view this mutual agreement, it is clear that plots have been purchased by Simran Randhawa and Jasleen Randhawa, and Rachhpal Singh and A.S.Mann agreed to get sold the same for minimum consideration of ₹48 lacs, otherwise they will purchase the plots. As per this agreement, it is clear that Simran Randhawa and Jasleen Randhawa have purchased the

aforesaid plots for total consideration of ₹48 lacs and out of the same 12 lacs has been paid by Jasleen Randhawa and 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, which means that total amount of ₹48 lacs has been paid by the present petitioners. Therefore, how it can be held that complainant has been cheated by the present petitioners.

Otherwise also, even if it is taken that there is some breach of agreement, then it is the case of civil nature. There is no averment in this mutual agreement that the petitioners are in possession of those plots. Rather, the petitioners are owners of these plots.

In my view, if anybody has been cheated, those are the petitioners and not the complainant. There is nothing on the record that complainant-respondent No.2 has purchased these plots and had paid money to the original owners.

In view of the above discussion, I find that the complainant has filed the present complaint with malafide intention only with the purpose to harass the petitioners, which amounts to abuse of process of law and has resulted into miscarriage of justice.

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

Complaint No.11377 of 2010, summoning order dated 02.07.2008 and all subsequent proceedings arising therefrom, are hereby quashed.

May 13, 2016

Vgulati

VINEET GULATI
2016.06.03 16:19
I attest to the accuracy and
authenticity of this document
Chandigarh

(INDERJIT SINGH)
JUDGE