

IN THE HIGH COURT OF PUNJAB & HARYANA, CHANDIGARH
Sr. No.: 111

Criminal Miscellaneous No.M-40360 of 2016 (O & M)
Date of Decision: *December 17, 2016*

Pritam Singh & others

..... PETITIONERS

VERSUS

State of Punjab & another

..... RESPONDENTS

. . .

CORAM: HON'BLE MR. JUSTICE JASPAL SINGH

. . .

PRESENT: - Mr. Gautam Dutt, Advocate, for the petitioners.

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Jaspal Singh, J

1. By virtue of this petition under Section 482 Cr.P.C., petitioners have sought quashing of FIR No.55 dated July 1, 2016 under Sections 406, 420, 120-B IPC, registered at Police Station, Begowal, District Kapurthala and subsequent proceedings arising therefrom.

2. The instant case stands registered on the basis of complaint made by respondent No.2 – complainant to the effect that he is resident of Canada and is having agricultural as well as residential house situated Village Sikri, P.O. Chotti Miani, Tehsil Bholath, District Kapurthala. Petitioner No.1 – Pritam Singh is his real elder brother. Complainant has been sending huge funds from Canada to Pritam Singh to invest the same in agricultural land to be purchased in his name as well as in the name of his wife since 1998. But, Pritam Singh has misappropriated the funds and

purchased the land in his own name without the knowledge and permission of complainant. He came to know that Pritam Singh, in connivance with his sons played a fraud with him. Pritam Singh got the land of complainant partitioned and procured an ex-parte partition record by fraud. Pritam Singh got executed a general power of attorney in his name on July 12, 2006 in respect of land measuring 3 kanals comprising in Khasra No.7//17/2(3-1), 24/1(3-4), 8//3/2, (6-16). Without the knowledge and consent of complainant, Pritam Singh executed a sale deed dated July 13, 2006 bearing documents No.863 in favour of his sons Khushwantpreet Singh, Sukhwantpreet Singh and Satwantpreet Singh for a sum of ₹ 2,08,000/-. Complainant never gave the power of attorney dated July 12, 2006 for sale of his land to the aforesaid persons. No sale consideration, as mentioned in the sale deed, has ever been paid to the complainant. Complainant further alleged that vide lease agreement dated November 30, 2009, Pritam Singh took 81 kanals 10 marlas land situated at village Fatehgarh Sikri, on lease from the complainant, for cultivation and agreed to pay ₹ 15,000/- per acre as lease money, but only a sum of ₹ 4,05,000/- has been paid to him. The lease agreement was signed by the complainant in good faith without studying agreement dated November 30, 2009. Further, Pritam Singh also took land measuring 5 acres 3 kanals situated at village Mandi Mand Kula Mand, Tehsil Bholath, District Kapurthala on lease @ ₹ 75,250/- per annum in the year 1996 but he paid the contract amount in respect of said land only from the year 2009 to 2010. However, Pritam Singh promised to deposit the contract amount every year @ ₹ 75,250/- in the bank account of complainant in June every year but he has not paid any contract amount.

3. Learned counsel for the petitioner has contended that no

amount, alleged to have been sent by complainant. Vide order dated January 27, 2016, Assistant Collector 1st Grade, Bholath, partitioned the land by following due procedure. An appeal under Section 13 of the Punjab Land Revenue Act, 1887 was preferred by the complainant which was dismissed vide order dated July 26, 2016 passed by the Assistant Collector –cum- Sub Divisional Magistrate, Bholath, *inter-alia*, observing that summons were sent to the appellants at 17, Davidson Ave, Toronto M1K 1C2 Ontario by registered post, against receipt dated September 1, 2015. Notice was also published in newspaper on October 20, 2015. After partition Sanad Taqsim was issued on March 2, 2006 and possession was delivered on March 8, 2016. Police has not verified the truthfulness of the allegations and straightway registered the FIR which is clearly abuse of process of law. There is no evidence, oral or documentary regarding breach of trust or misappropriation/cheating etc. It is incorrect that accused purchased the land with the money sent by the complainant. Land measuring 38 kanals 10 marlas situated in village Fatehgarh Sikri was purchased by means of sale proceeds vide sale deed dated August 1, 1986. There is no material to establish the payment or delivery of amount, alleged to have been sent by the complainant. Thus, the allegations levelled in the FIR are absurd. The initiation of criminal proceedings against the petitioners in the aforesaid circumstances is totally malicious. Accordingly, the impugned FIR alongwith subsequent proceedings may be quashed.

4. This court has given an anxious thought to the aforesaid submissions made by learned counsel for the petitioners and gone through the record available.

5. The instant FIR was registered at the instance of respondent

light that complainant Kuldeep Singh and accused – petitioner Pritam Singh are real brothers. Pritam Singh has three sons, Kushwantpreet Singh, Sukhwantpreet Singh and Satwantpreet Singh. Kuldeep Singh and Pritam Singh got land measuring 14 acres in village Sikri Chak Purana in inheritance. Kuldeep Singh was married in the year 1984 and went to Canada in the year 1985. In the year 1985, Pritam Singh and his wife Inderjit Kaur talked to Kuldeep Singh on telephone regarding purchase of 18 ½ acres of land at cheap rate. For purchase of land, Gurnam Kaur (wife of Kuldeep Singh) sent ₹ 3 lac by means of draft(s) in the name of Pritam Singh from her account with Royal Bank of Canada. Pritam Singh and his wife Inderjit Kaur, by taking them into confidence and assuring the sale deed in their name, got registered sale deeds of land in their own names by playing cheating and fraud. Kuldeep Singh came to India in 1996. Pritam Singh showed the purchased land but did not show sale deed and fards. Pritam Singh showed a land to Gurnam Kaur and for purchasing the same, Gurnam Singh sent ₹ 5 lac in the name of Indian Jewelers Foreign Exchange, Canada which were received by Pritam Singh, with which, Pritam Singh purchased the land and dishonestly got sale deed registered in the name of his wife. Thereafter, Pritam Singh, on the pretext of getting money from the Government regarding spoiled crop, obtained power of attorney of land on July 12, 2006 from complainant – Kuldeep Singh and on July 13, 2006 sold this land bearing Rect. No.7//Killa 17/2/3-4, 24/1 (3-4) Kitta 2 measuring 6-5 marlas ¼ share i.e. 1-11 marlas and Rect. No.8// Killa 3/2/6-10 marla of 29/136 i.e. 1-9 marlas of land in the names of his three sons, who further sold this land to some other person for ₹ 2 crore.

6. In the backdrop of facts and investigation, it is clear that

accused, on the pretext of purchasing land in the names of complainant and

his wife, purchased the land in their own names and committed breach of trust. Further, the general power of attorney holder has to deposit the amount received as sale consideration in the account of the original owner on the same day or on the next day, and original owner is to be intimated that his land has been sold, but accused did not deposit the amount in the account of complainant. The accused persons, by cheating and getting exparte proceedings in collusion with Naib Tehsildar of Tehsil Bholath, got divided the land adjoining the road in his name and got the land under high voltage electricity wire divided dishonestly in the name of Kuldeep Singh, without his knowledge and consent. During investigation, it has revealed that accused persons have committed deceit and cheating to the tune of ₹ 11 crore and accordingly offence under Sections 420, 406, 120-B IPC were found to have been made committed by Pritam Singh, Inderjit Kaur, Khushwantpreet Singh, Sukhwantpreet Singh and Satwantpreet Singh. Keeping in view the seriousness and gravity of offence committed by the accused, this court does not find any merit in the instant petition.

7. Dismissed.

December 17, 2016

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**(Jaspal Singh)
Judge**

Whether Speaking/ Reasoned:

Whether Reportable:

Yes/ No

Yes/ No