

IN THE HIGH COURT FOR THE STATES OF PUNJAB AND
HARYANA AT CHANDIGARH

CRM No.M-5584 of 2014 (O&M)
Date of decision: February 12, 2016.

Sulakhan Singh and another

... **Petitioners**

v.

State of Punjab and another

... **Respondents**

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

Present: Mr. Amandeep Singh Rai, Advocate for the petitioners.

Mr. Amritpal Singh Gill, Asstt. Advocate General, Punjab.

Ms Rupinder Kaur Thind, Advocate for respondent No.2.

1. *Whether Reporters of local papers may be allowed to see the judgment ?*
2. *Whether to be referred to the Reporters or not ?*
3. *Whether the judgment should be reported in the Digest?*

Kuldip Singh, J. (Oral):

The petitioners seek the quashing of FIR No.312 dated 19.11.2013 registered under Sections 420, 406 120-B IPC at Police Station Patran, district Patiala (Annexure P-5), along with consequential proceedings.

The brief story mentioned in the FIR is that according to the complainant Gurnam Singh, on 30.11.2011 he had paid a sum of Rs.10,000/- to Sulakhan Singh as earnest money for land measuring 18 kanal 2 marlas. At that time, Jagsir Singh son of Sukhdev Singh and Hardip Kaur wife of Sulakhan Singh were also present. An agreement was executed on the stamp papers of Rs.2,000/- and a

sum of Rs. 11,50,000/- was also paid as an advance. The agreement was attested by the Notary Public and duly registered with the Notary Public. The land was agreed to be sold @ Rs.20.00 lacs per acre. The date for registration of sale deed was fixed for 30.6.2013. However, the complainant asked the accused Sulakhan Singh to execute the registered sale deed on 28.6.2013 but he did not come present. The complainant got his presence recorded before the Sub Registrar, Patran. On 1.7.2013 also the complainant reached the office of Sub Registrar but Sulakhan Singh did not appear to execute the sale deed. According to the complainant, Sulakhan Singh, his wife Hardip Singh Harbhajan Singh, brother in law of the complainant (wife's sister's husband) have cheated the complainant.

I have heard learned Counsel for the parties.

Scrutiny of the facts, quoted above, implies that it is a case of civil nature wherein agreement of sale was executed and earnest money was paid but the sale deed was not executed on the date fixed. It is also an admitted fact that on the basis of the agreement to sell, a civil suit for specific performance of the agreement to sell has also been filed. Learned counsel for respondent states that the intention to cheat was there from the very beginning. However, this Court is not convinced by the said argument. If Sulakhan Singh had the intention to cheat, he would not have executed agreement of sale on stamp paper and got the same duly attested from the Notary Public and then got it registered with

Notary Public. It appears that something went wrong after the execution of the agreement. It is not even alleged in the complaint that from the very beginning Sulakhan Singh wanted to cheat the complainant. The wife and brother-in-law of Sulakhan Singh have been unnecessarily dragged in litigation on account of their presence at the time of execution of the agreement to sell and payment of earnest money.

It being so, the present FIR is nothing but conversion of civil dispute into criminal case and apparent abuse of the process of the court. Accordingly, FIR No.312 dated 19.11.2013 registered under Sections 420, 406 120-B IPC at Police Station Patran, district Patiala (Annexure P-5), along with consequential proceedings, is quashed.

The petition is accordingly allowed.

February 12, 2016.
kadyan

[Kuldip Singh]
Judge