

HIGH COURT OF CHHATTISGARH, BILASPUR**Judgment reserved on: 12/09/2017****Judgment delivered on: 11/10/2017****WPCR No. 296 of 2016**

1. Shyamlal Agrawal S/o Late Madanlal Agrawal, Aged About 39 Years R/o Hotel Honey, Khamtarai, Police Station Khamtarai, Civil And Revenue Distirct Raipur Chhattisgarh
2. Pramod Tiwari, S/o Late Lallan Tiwari, Aged About 45 Years R/o Near Mahaveer School, Gudhiyari Police Staiton Gudhiyari Civil And Revenue Distirct Raipur Chhattisgarh

---- Petitioners**Versus**

1. The State Of Chhattisgarh Through The Secretary, Deptmtent Of Homes, Mahanadi Bhawan, Naya Raipur, Distirct Raipur Chhattisgarh
2. Superintendent Of Police, Raipur, District Raipur Chhattisgarh
3. Station House Officer, Police Station City Kotwali, Raipur, Distirct Raipur Chhattisgarh
4. Anjay Shukla S/o Late Vijayshankar Shukla, Aged About 56 Years R/o 31/250, Civil Lines In Front Of Chief Ministers R/o Police Station Civil Lines, Raipur, Civil And Revenue Distirct Raipur Chhattisgarh

---- Respondents

For Petitioner : Shri P.P. Sahu, Advocate.

For Respondents No.1 to 3/State : Shri Anil S. Pandey, Govt. Advocate.

For Respondent No.4. Shri S.C. Verma, Advocate.

Hon'ble Shri Justice Rajendra Chandra Singh Samant**Order On Board**

11/10/2017

Heard.

1. This petition has been brought under Article 226 of the Constitution of India with a prayer to quash FIR registered under Crime No.169/2014 at Police Station City Kotwali, Raipur against the petitioners.
2. On 30.5.2014 a complaint was made by respondent No.4 against the petitioners in PS-City Kotwali, Raipur alleging in it, that under an oral agreement with petitioners, eight trucks belonging to the wife of respondent No.4 were handed over to the petitioner with the certain conditions including a condition, that the payment of installments of those trucks shall be made by the petitioners. Later on, a written agreement was executed on 14.1.2014 under which one cheque was given by petitioner No.2 of Rs.10 lakhs on 31.3.2014 which was presented in the bank for payment, however, the same was dishonored. Later on, petitioner No.2 paid Rs. 8 lakhs and asked for time for payment of remaining 2 lakhs. Due to non-payment, respondent No.4 asked the petitioners for return of the trucks handed over to them. It is alleged that petitioners had access to the office of respondent No.4 and taking benefit of this liberty they have stolen 2 cheques of HDFC bank from his office and by forging the signature of respondent No.4, two cheques of Rs.20 lakhs each were prepared by them and the same were misused by the petitioners.
3. It is submitted by counsel for petitioners that respondent No.4 entered into an agreement with petitioners according to which the trucks were handed over to the petitioners, hence, the dispute between the parties is based on the agreement **Annexure-P/2**. An acknowledgment **Annexure-P/3** has been given by respondent No.4 stating that 2

cheques each of Rs.20 lakhs were handed over to the petitioners on account of dissolution of partnership. When the cheques were presented in the bank for payment, they were dishonored because of which petitioners are prosecuting respondent No.4 for offence under Section 138 of Negotiable Instruments Act. It is submitted that as a counter blast respondent No.4 has lodged FIR against the petitioners falsely implicating them to avoid the prosecution against respondent No.4. Reliance has been placed on the judgment of Supreme Court in ***D.P. Gulati Vs. State of U.P. & Others***, reported in **AIR 2015 SC 3760**.

4. Learned counsel for respondents No.1 to 3 submits that on the complaint made by respondent No.4 the case has been investigated. As it is alleged by respondent No.4 that the signature on the cheques were forged, the same cheques have been examined by State Examiner of questioned documents and he has reported that the cheques were not signed by respondent No.4, hence, there is sufficient evidence against the petitioners and they have no case.
5. Learned counsel for the respondent No.4 submits that the report of hand writing expert is relevant against the petitioners that they have stolen the cheques from the office of respondent No.4 and used the same by forging signature of respondent No.4, hence, this petition be dismissed.
6. In reply, the counsel for petitioners submits that the expert report on which the investigation agency is relying upon, does show that petitioners are the drawer of cheques concerned, hence, petitioners are entitled for relief.
7. Heard both the parties and perused all the documents on record.

8. The agreement relied upon by the petitioners has no relevance as per the document submitted by the petitioners. The partnership or the agreement between the petitioners and respondent No.2 has terminated. The crux of the case is this that the cheques that were presented in the bank by the petitioners supposed to be signed by respondent No.4 were though dishonored, but the police investigation on the complaint of respondent No.4 has come up with result that the cheques in question were not signed by respondent No.4. Meaning thereby, petitioners were the holders of the said forged cheques. It has to be explained by the petitioners during the course of trial that as to how they came into possession of those cheques which were used for withdrawal of amount from the account of respondent No.4.
9. Considering all the submissions and documents on record, it appears that no extra-ordinary case is made out in favour of the petitioners for exercising inherent jurisdiction, hence, this petition is devoid of merit and it is dismissed.

Sd/-
(Rajendra Chandra Singh Samant)
JUDGE