IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

CRM-M-11973 of 2017 (O&M)
Date of Decision: 07.04.2017

Snigdha Jhunjhunwala ... Petitioner

Versus

State of Haryana & others ... Respondents

CORAM:- HON'BLE MR.JUSTICE TEJINDER SINGH DHINDSA.

Present:- Mr. R.S. Ghuman, Advocate for the petitioner.

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TEJINDER SINGH DHINDSA, J.

The instant petition has been filed under Section 482 Cr.P.C. seeking quashing of FIR No.18, dated 11.01.2017, under Sections 406/420/120-B IPC, registered at Police Station Surajkund, District Faridabad.

Briefly it may be noticed that FIR came to be registered on the complaint of Arun Kumar and Jeet Ram Vashisth and who alleged that Prashant Jhunjhunwala had entered into an agreement to sell dated 10.02.2016 with respect to a land situated at Mauja Sirohi, District Faridabad and of which the present petitioner was the owner of 14 acres. Total value of the property was fixed at Rs.2,50,02,000/-. Rs.15 lakhs was paid vide cheque No.394397 dated 10.02.2016 drawn on HDFC Bank Limited and Rs.10 lakhs was paid through cheque No.757475 dated 10.02.2016 drawn on Punjab National Bank, Faridabad. Further alleged that in respect of the same parcel of land, Prashant Jhunjhunwala had taken Rs.25 lakhs on 22.01.2015 through Punjab National Bank, Faridabad. An amount of Rs.18 lakhs is also stated to have been transferred through State Bank of Patiala, Faridabad. Allegations are that further sums of money had also been paid on different dates during the years 2015-16 and all the accused persons including the petitioner had taken a loan amount of Rs.2,16,00,000/-. As per agreement, the date of registry was fixed as 01.05.2016 but since such date was falling on a Sunday, the petitioners went to the office of Sub Registrar, Faridabad on the falling date i.e. on 02.05.2016 with the balance amount and even got their presence recorded. However, the accused persons did not come present and it is alleged that they had also switched off their phones. Allegations further are that the present petitioner in connivance with her husband and on the strength of certain forged and fabricated documents had transferred the land in question in the name of her father. On being confronted, the accused are alleged to have snatched away the original agreement from the complainants and had even threatened them. Complainant party has raised allegations of duping them of a heavy sum of money by creating forged documents with the intention of cheating by way of pre-planning and having entered into a conspiracy.

Learned counsel appearing for the petitioner would vehemently argue that the petitioner who is a lady has been falsely implicated in the FIR and has not committed any offence. Counsel was at pains to advert to an agreement dated 10.02.2016 placed on record at Annexure P-2 to submit that actually an agreement was entered into but the same was as regards share purchase and in the agreement, it was mentioned that the present petitioner was 1/3rd share holder in Aashtha Agricultural Private Limited and wherein she holds 6000 shares of the company. Company was the owner of the agricultural land measuring 14 acres. Petitioner had agreed to transfer her 6000 equity shares for a total consideration of Rs.2,50,02,000/- to the complainant. Counsel further submits that since the complainant party was not ready and wiling to discharge their obligations by paying the balance consideration money and since the petitioner was facing certain disputes and differences from the Board of Directors of the company, she had transferred her shares in the name of her father. Further contended that even as of date, the petitioner has no objection to honour the agreement and would be willing to transfer the 6000 shares held by her father to the complainant party provided they fulfill their part of the agreement and make payment of the balance amount.

During the course of arguments, a specific query had been put to the counsel and to which it was conceded that the matter is still under investigation.

In the case of **State of Haryana & others Versus Bhajan Lal, AIR 1992 SC 604**, the Hon'ble Supreme Court had laid down the parameters as regards quashing of FIR. It had been held that where the allegations made in the FIR or in the complaint, even if they are taken at their face value, accepted in their entirety do not prima facie constitute an offence or make out a case against the accused then that were to be a valid ground for quashing of FIR. It was further held that where the allegations made in the FIR or complaint are so absurd and are inherently improbable that can also be made a ground for quashing. Yet another parameter to be kept in mind was where a criminal proceeding is manifestly attended with malafide or where the proceeding is maliciously instituted with an ulterior motive for wreaking vengeance on the accused due to private and personal grudge.

In the present case, counsel has not been able to demonstrate and bring his submissions for quashing of FIR within the parameters laid down by the Hon'ble Supreme Court in **Bhajan Lal's** case (supra).

The matter is still under investigation. The complainant party is alleging the entering into of an agreement to sell and having entrusted to the accused party including the present petitioner a substantial sum of money and such money having been misappropriated by the complainant party by entering into a conspiracy with an intent to cheat. On the contrary, the petitioner is taking a stand that there was no agreement to sell between the parties and rather it was an agreement carrying even date for sale of shares in a particular company.

These are matters which would required investigation by sifting through documentary evidence and by recording of statements of the relevant witnesses.

No case is made out for quashing of the impugned FIR at this stage.

Accordingly, petition is dismissed.

07.04.2017 **(TEJINDER SINGH DHINDSA)**
harjeet **JUDGE**

i) Whether speaking/reasoned? Yes

ii) Whether reportable? Yes