

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

CRM No.M-19938 of 2017 (O&M)

Date of Decision: July 19, 2017

Yashveer Saini

...Petitioner

VERSUS

State of Haryana and others

...Respondents

CORAM: HON'BLE MR. JUSTICE INDERJIT SINGH

Present: Mr.Anshumaan Dalal, Advocate
for the petitioner.

INDERJIT SINGH, J.

Petitioner has filed this petition under Section 482 Cr.P.C. for quashing the judgment dated 23.12.2016 passed by learned Addl. Sessions Judge, Rohtak, vide which revision petition filed by private respondents against the order dated 16.04.2015 passed by learned Judicial Magistrate Ist Class, Rohtak, summoning private respondent, was allowed

I have heard learned counsel for the petitioner and have gone through the record.

The perusal of the record shows that Yashveer Saini filed the protest petition against Sunny Bhatnagar, Smt.Mahinder Rani Lamba, Prithvi Pal and Pankaj Arora under Sections 420, 467, 468 and 471 IPC. As per the record, this protest petition has been filed by the complainant after being dissatisfied with the cancellation report submitted by the police in

Jaijaiwanti wd/o Sohan Lal was the owner and in possession of the land measuring 848 sq. yards. She had given the said land to Smt.Mahinder Rani Lamba on lease for a period of 39 years starting from 05.04.1977 to 04.04.2016 on the terms and conditions mentioned in the lease deed bearing No.63/1 registered on 05.04.1977. It is further averred that Sunny Bhatnagar became the owner of the above-said property through a decree dated 25.03.1989 passed by Senior Sub Judge, Rohtak. Later on, accused No.1 entered into an agreement to sell dated 11.08.2004 in favour of Smt.Seema Jain, Smt.Santosh Saini, Smt.Nirmal Saini and Yashvir Saini for a consideration of ₹15,48,000/- and out of which, a sum of ₹6,25,000/- was paid as earnest money. Symbolic possession was delivered as accused No.2 had delivered the possession of the property as per lease deed on 05.04.1977. It is further the case of the complainant that execution of the sale deed has been delayed in view of the agreement to sell.

Then, in view of the civil suit, accused No.1 had executed sale deed. At that time, undertaking dated 08.08.2006 was also executed. The main allegations as per the complaint are that accused No.2 namely Smt.Mahinder Rani Lamba in connivance with her son Prithipal started construction of shops on the eastern portion of the land taken on lease from Smt.Jaijaiwanti and apprehending that accused No. 2 and 3 may open the door on the eastern side, which was prohibited vide lease deed dated 05.04.1977, the complainant had to file a suit for permanent injunction restraining the defendant to open the doors of the shops from eastern side of the leased land and that suit is still pending.

It is also the case of the complainant that during the pendency

09.05.2005 on a adhesive stamp paper of ₹5/- procured from Pankaj Arora, Stamp Vendor and on asking of accused No.1 to 3, he made an entry of purchase of adhesive in his register.

Keeping in view above facts, learned Magistrate vide order dated 16.04.2015 summoned the accused under Sections 420, 467,468 and 471 IPC. A revision was filed before the Court of Session and learned Addl. Sessions Judge, Rohtak, vide judgment dated 23.12.2016 accepted the revision petition and order dated 16.04.2015 passed by learned JMJC, Rohtak was set aside.

I have gone through the impugned judgment dated 23.12.2016. Learned Addl. Sessions Judge, Rohtak, has discussed the provisions of the offence under Section 420 IPC in detail and other offences under Sections 467,468 and 471 IPC. On the basis of the preliminary evidence on record, learned Addl. Sessions Judge, Rohtak, found that agreement as well as stamp were sent to India Security Press, Nashik and report has been received. As per the report, the stamps are genuine one and have been issued before 2005 when the said disputed agreement is stated to have been executed, which is stated to be forged one as alleged by the complainant.

Learned revisional court also discussed that if the Stamp Vendor has not maintained the register properly, then the action can be taken by cancelling his licence but presumption cannot be raised that this agreement has been forged with or old stamp paper has been sold for huge amount. Otherwise also, there is no cogent evidence on record to show that the accused paid huge amount for purchase of old stamp paper from the Stamp Vendor. There is also nothing on the record to show that old stamp

stage, to show that this agreement has been forged later on to defeat the right of the complainant. The mere fact that register has not been maintained properly by the Stamp Vendor, is no ground to presume that agreement has been forged later on by purchasing old Stamp Paper. The civil suit qua the validity of this document in question is already pending before the Civil Court and has not been decided so far.

In view of the above discussion, I find that the impugned judgment passed by learned revisional Court by setting aside the order passed by learned JMIC, Rohtak, is correct, as per law and does not require any interference from this Court. No ground is made for quashing the impugned judgment dated 23.12.2016 passed by learned Addl. Sessions Judge, Rohtak.

Therefore, finding no merit in the present petition, the same is dismissed.

July 19, 2017
Vgulati

(INDERJIT SINGH)
JUDGE

Whether speaking/reasoned
Whether reportable

Yes
No