

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

CRM No.M-25789 of 2013 (O&M)

Date of Decision: August 24, 2017

Chaman Lal

...Petitioner

VERSUS

State of Punjab and another

...Respondents

CORAM: HON'BLE MR. JUSTICE INDERJIT SINGH

Present: Mr.Naresh Kaushik, Advocate,
for the petitioner.

Mr.Gaurav Garg Dhuriwala, Sr.DAG, Punjab
for the respondent-State.

Mr.Sandeep Arora, Advocate
for respondent No.2.

INDERJIT SINGH, J.

The petitioner has filed this petition under Section 482 Cr.P.C. against respondents State of Punjab and Tajinder Kumar for quashing the FIR No.9 dated 21.01.2013 under Sections 406 and 420 IPC registered at Police Station Adampur, District Jalandhar and all consequential proceedings qua the petitioner

Notice of motion was issued. Learned State counsel as well as learned counsel for respondent No.2 appeared and contested the petition.

I have heard learned counsel for the parties as well as learned State counsel and have gone through the record.

From the record, I find that FIR has been registered on the basis

of written complaint moved by Tajinder Kumar against Chaman Lal for cheating. As per the complaint, complainant and Chaman Lal made a deal to purchase the land measuring 21 kanals 11 marlas about 4-5 years back from one Balbir Singh and in that deal, there was 1/4th share of Chaman Lal and 3/4th share of the complainant but the agreement to sell was executed only in the name of Chaman Lal and they further executed agreement to sell and earned ₹60 lakhs as profit. It is also the case of the complainant that 3/4th share of the property was not paid to him. Then a compromise took place and Chaman Lal agreed to execute a sale deed of area proportionate to his share in the profit but the sale deed was to be executed in favour of Tajinder Kumar only after the entire payment due to Balbir Singh, the original owner. On 11.03.2011, Chaman Lal executed power of attorney in complainant's favour for area measuring 26 marlas but did not deliver the possession and till date, he neither executed the sale deed of remaining share nor delivered the possession. It is also in the FIR that after execution of power of attorney for land measuring 26 marlas, for remaining land measuring 26.5 marlas, it is written on the back of the agreement dated 11.03.2011 that on 11.04.2011, on receipt of ₹51lakhs from Tajinder Kumar, sale deed shall be executed by Chaman Lal and in this writing Mangal Singh was witness. Further, it is in the FIR that complainant requested to Mangal Singh, Jang Bahadur and Harvinder Singh but till date Chaman Lal did not execute the sale deed and postponing the same.

The perusal of the FIR itself shows that the case between the parties is of civil nature. At the time of arguments, it has also been brought to the notice of this Court that civil proceedings are also pending between

the parties. There is nothing in the FIR that from the very beginning the

intention of the accused was to cheat the complainant. Otherwise also, if the intention would have been there to cheat the complainant, the accused would not have given the power of attorney in favour of present complainant and he would not have executed any agreement to sell. All these facts show that the matter is of civil nature and registration of the present FIR is nothing but abuse of process of law.

Therefore, finding merit in the present petition, the same is allowed. FIR No.9 dated 21.01.2013 under Sections 406 and 420 IPC registered at Police Station Adampur, District Jalandhar and all consequential proceedings arising therefrom, are hereby quashed.

August 24, 2017
Vgulati

(INDERJIT SINGH)
JUDGE

Whether speaking/reasoned
Whether reportable

Yes
No